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## Attorneys for Robert P. Mosier, Receiver

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

ROBERT P. MOSIER, Federal  
Equity Receiver for the Church for  
the Healthy Self aka CHS Trust,  
CHS Asset Management, Inc., and  
iCare Financial Solution, Inc..

## Plaintiffs,

V.

MATTHEW ALAN SHELTON, an individual.

## Defendant.

Case No. 8:22-cv-01361-JVS(KESx)

**NOTICE OF MOTION AND MOTION  
FOR ENTRY OF DEFAULT  
JUDGMENT; DECLARATIONS OF  
SHARON OH-KUBISCH AND  
ROBERT P. MOSIER IN SUPPORT  
THEREOF**

## Hearing Information:

**DATE: January 30, 2023**

**TIME:** 1:30 p.m.

CTRM: 10C

**JUDGE:** Hon. James V. Selna

**TO THE HONORABLE JAMES V. SELNA, UNITED STATES DISTRICT  
JUDGE, AND ALL OTHER PARTIES IN INTEREST:**

Robert P. Mosier, the receiver ("Receiver") for The Church for the Healthy Self aka CHS Trust ("CHS"), iCare Financial Solution, Inc., CHS Asset Management, Inc., and the assets of Kent R.E. Whitney, David Lee Parrish, and Ngoc Ha T. Nguyen and the plaintiff in this action, submits the following memorandum of points and authorities and the declaration of Sharon Oh-Kubisch in support of his motion (the "Motion") for entry of a default judgment against defendant Matthew Alan Shelton

1 (the "Defendant") pursuant to Federal Rule of Civil Procedure 55(b). The  
2 Receiver seeks entry of a judgment for the first cause of action for  
3 avoidance and recovery of voidable transfers pursuant to California Civil  
4 Code § 3439.04(a)(1) in favor of the Receiver in the amount of \$60,000.00  
5 along with pre-judgment interest at the rate of seven percent (7%) per year,  
6 as calculated from the date of each respective Transfer to Defendant, and  
7 post judgment interest, compounded annually, from the date of judgment  
8 until paid. In support of this Motion, the Receiver submits the following  
9 memorandum of points and authorities and the declarations of Sharon Oh-  
10 Kubisch and Robert P. Mosier in support thereof.

11

12 **I. INTRODUCTION**

13 This is a fraudulent transfer action for transfers made for the benefit of  
14 the Defendant through payments made directly to him through the use of a  
15 checking account held in the name of CHS at Prestige Community Credit  
16 Union (the "Transfers"). The amount of Transfers from the Receivership  
17 Entities to or for the benefit of Defendant amount to a sum of not less than  
18 \$60,000.00 and without the Defendant providing reasonably equivalent  
19 value to CHS in exchange for the Transfers. The Defendant was served by  
20 publication and has failed to respond to the complaint, and the Clerk  
21 entered his default on November 14, 2022. Accordingly, the Receiver seeks  
22 entry of a judgment in an amount equal to the value of the Transfers.

23

24 **II. FACTUAL BACKGROUND**

25 In March 2019, the Securities and Exchange Commission ("SEC")  
26 commenced a civil enforcement action against CHS, CHS Asset  
27 Management, Inc., Kent R.E. Whitney, and David Parrish. The Court  
28

1 appointed the Receiver over all four of the defendants. It later added iCare  
2 Financial Solution, Inc., and Ngoc Ha T. Nguyen as receivership defendants.  
3 Beginning in or about September 2014 and continuing to April 4, 2019,  
4 Kent R.E. Whitney ("Whitney"), Ngoc Ha T. Nguyen ("Ha Nguyen"), and  
5 David Lee Parrish ("Parrish") (collectively, the "Individual Defendants")  
6 utilized the Receivership Entities to orchestrate at least a \$33 million Ponzi  
7 scheme that primarily targeted the Vietnamese communities of Orange  
8 County and San Jose, California. The vast majority of the funds that were  
9 raised were misappropriated by Whitney, Parrish and Ha Nguyen, who spent  
10 many millions of dollars of investor funds on personal expenses for  
11 themselves and for family members and friends.

12 During the four calendar years prior to the Receiver's appointment,  
13 CHS transferred funds to or for the benefit of Defendant totaling \$60,000.00.  
14 The Transfers totaling \$60,000.00 were made through the use of a checking  
15 account held in the name of CHS at Prestige Community Credit Union. The  
16 bank statement for July 2018 indicates that CHS made a payment of  
17 \$10,000.00 for the Defendant's benefit by wire transfer. A copy of the July  
18 2018 bank statement is attached as Exhibit "1" to the Declaration of Sharon  
19 Oh-Kubisch in support of the Application ("Oh-Kubisch Decl."). The  
20 remaining \$50,000.00 of the Transfers were made by five checks drawn on  
21 CHS's bank account for the Defendant's benefit which consisted of the  
22 following: (1) a check in the amount of \$10,000.00 that cleared CHS's bank  
23 account on September 12, 2018; (2) a check in the amount of \$10,000.00  
24 that cleared CHS's bank account on October 10, 2018; (3) a check in the  
25 amount of \$10,000.00 that cleared CHS's bank account on December 19,  
26 2018; (4) a check in the amount of \$10,000.00 that cleared CHS's bank  
27 account on January 3, 2019; and (5) a check in the amount of \$10,000.00  
28

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1 that cleared CHS's bank account on February 12, 2019. Copies of the  
2 checks are attached as Exhibit "2" to the Oh-Kubisch Decl.

3 Prior to filing the complaint, the Receiver sent a demand letter to  
4 Defendant. The demand letter (without attached exhibits) is attached hereto  
5 as Exhibit "3" to the Oh-Kubisch Decl. No response was ever received by  
6 Defendant. As such, the Receiver was left with no other choice but to file a  
7 complaint. A copy of the complaint (the "Complaint") (without exhibits) is  
8 attached as Exhibit "4" to the Oh-Kubisch Decl. The Complaint includes  
9 claims for avoidance and recovery of the Transfers as fraudulent transfers  
10 pursuant to California Civil Code ("CCC") Sections 3439.04(a)(1),  
11 3439.04(a)(2), and 3439.05.

12 On September 27, 2022, the Receiver served the complaint via  
13 publication. Service was deemed complete on October 21, 2022, giving  
14 Defendant until November 10, 2022, to respond to the Complaint. On  
15 November 17, 2022, upon the request of the Receiver, the Clerk of the Court  
16 entered the Defendant's default in this action. A copy of the default is  
17 attached as Exhibit "5" to the Oh-Kubisch Decl.

18

19 **III. LEGAL ARGUMENT**

20 When a nonmonetary judgment is sought, FRCP 55(b) provides that  
21 "the party must apply to the court for a default judgment. If the party against  
22 whom a default judgment is sought has appeared personally or by a  
23 representative, that party or its representative must be served with written  
24 notice of the application at least 7 days before the hearing." If the defendant  
25 fails to answer a complaint, then "[w]ell-pleaded allegations are taken as  
26 admitted on a default judgment." *Benny v. Piper*, 799 F.2d 489, 495 (9th Cir.  
27 1986). The concept that a complaint's allegations are taken as admitted is  
28 effectuated even if the plaintiff's allegations are pleaded on information and

1 belief because they state facts primarily within a defendant's knowledge.  
2 See *Fong v. United States*, 300 F.2d 400, 409 (9th Cir. 1962). Moreover, in  
3 granting default judgments, courts are not required to make detailed findings  
4 of fact. See *Fair Housing of Marin v. Combs (In re Combs)*, 285 F.3d 899,  
5 906 (9th Cir. 2002). Of course, the Court's decision whether to grant or deny  
6 a default judgment is discretionary in nature, however, in applying this  
7 discretionary standard, default judgments are more often granted than  
8 denied. See *Elektra Ent. Group Inc., v. Crawford*, 226 F.R.D. 388, 392 (C.D.  
9 Cal. 2005); *PepsiCo v. Triunfo-Mex, Inc.*, 189 F.R.D. 431, 432 (C.D. Cal.  
10 1999).

11 In the Ninth Circuit, "factors which may be considered by courts in  
12 exercising discretion as to the entry of a default judgment include: (1) the  
13 possibility of prejudice to the plaintiff, (2) the merits of plaintiff's substantive  
14 claim, (3) the sufficiency of the complaint, (4) the sum of money at stake in  
15 the action; (5) the possibility of a dispute concerning material facts; (6)  
16 whether the default was due to excusable neglect, and (7) the strong policy  
17 underlying the Federal Rules of Civil Procedure favoring decisions on the  
18 merits." *Eitel v. McCool*, 782, F.2d 14701, 1471-72 (9th Cir. 1986).

19 **A. The Default Is Not Due to Excusable Neglect and the Plaintiff  
20 Will Be Prejudiced If Default Is Not Entered**

21 The Receiver submits that these factors weigh in favor of granting  
22 default judgment here. The vast majority of investor funds that were  
23 deposited into CHS's bank account were misappropriated by the  
24 Receivership Defendants, who enriched themselves and used investor funds  
25 to finance their lifestyle, including paying for vacations, expensive meals out,  
26 and designer clothes for themselves and for their friends. CHS used  
27 approximately \$3 million of investor funds to make payments to American  
28 Express for credit cards in Whitney's individual name. Up to eighteen

1 individuals were issued credit cards that were billed to Whitney and they  
2 collectively charged at least \$2.6 million on their respective American  
3 Express cards for their personal benefit. Investor funds were used to pay for  
4 the charges made to the accounts. In addition, Whitney, Parrish, Nguyen,  
5 and their friends used money from investors to pay for various personal  
6 expenses with checks drawn on CHS's bank account. It is the investors the  
7 Receiver represents who would be prejudiced if the Court denied entry of  
8 the Defendant's default, so this factor weighs in favor of the Receiver.

9                   **B. The Remaining Factors Weigh in the Receiver's Favor, and**  
10                   **He Seeks Entry of Default Judgment on the First Cause of**  
11                   **Action for Voidability of a Fraudulent Transfer**

12                  Turning to the merits of the Complaint, the Complaint alleged three  
13 causes of action: (1) voidability of the Transfers pursuant to CCC §  
14 3439.04(a)(1) because they were made with "actual intent to hinder, delay,  
15 or defraud" CHS' creditors; (2) voidability of the Transfers as a constructively  
16 fraudulent transfer CCC § 3439.04(a)(2) because CHS did not receive  
17 reasonably equivalent value and was either insolvent or rendered insolvent  
18 or had incurred debts beyond its ability to pay; and (3) voidability of the  
19 Transfers under CCC § 3439.05 as CHS did not receive reasonably  
20 equivalent value and was either insolvent or rendered insolvent as a result of  
21 the Transfers. For purposes of this Motion, the Receiver will focus on the  
22 first claim for actual fraudulent transfer and, if the Motion is granted, the  
23 Receiver will request that the remaining claims be dismissed so that all  
24 claims are resolved.

25                  When the transferor was engaged in a Ponzi scheme, then actual  
26 intent under California Uniform Fraudulent Transfer Act ("CUFTA") section  
27 3439.04(a)(1) is conclusively presumed. "[T]he mere existence of a Ponzi  
28 scheme is sufficient to establish actual intent" to defraud. *In re AFI Holding,*

1 525 F.3d 700, 704 (9th Cir. 2008) (internal quotation marks omitted); *In re*  
2 *Agric. Research & Tech. Group*, 916 F.2d 528, 535 (9th Cir. 1990)  
3 (“*Agritech*”); *see also In re Slatkin*, 525 F.3d at 814-15.

4       In California, a transfer that is made with the actual intent to hinder,  
5 delay, or defraud creditors is voidable. See CCC § 3439.04(a)(1). A  
6 transfer is not voidable under this section against a person who took in good  
7 faith and for a reasonably equivalent value. See CCC § 3439.08(a).  
8 Recovery of a transfer may be obtained from either the initial transferee or  
9 the immediate or mediate transferee of the first transferee. See CCC §  
10 3439.08(b)(2).

11       As set forth in the Receiver's declaration submitted in support of this  
12 Application and as the Receiver has testified in connection with status  
13 reports and various motions in connection with the receivership, CHS, CHS  
14 Asset Management, iCare, Whitney, Parrish and Ha Nguyen were operating  
15 a Ponzi scheme. They raised at least \$33.4 million from approximately 500  
16 investors, returning approximately \$6.1 million to other investors and leaving  
17 \$27.3 million in net investments held by investors. The only source of funds  
18 into the accounts was from investors. Accordingly, new investors' money  
19 was the source of the \$6.1 million in payments to other investors. The  
20 money not recovered by the Receiver was dissipated.

21       In addition, on March 18, 2020, Whitney entered into a plea agreement  
22 with the United States Attorney's Office through which he admitted to  
23 engaging in a scheme to defraud investors through CHS and related entities,  
24 to obtain money or property through false promises or statements, and  
25 acting with the intent to defraud. In that plea agreement, Whitney admitted  
26 that he was, in fact, guilty of two counts including mail fraud, in violation of  
27 Title 18, United States Code, Section 1341, and filing false tax returns for  
28 the years 2017 and 2018, in violation of Title 26, United States Code,

1 Section 7206(1). A copy of the plea agreement is attached as Exhibit "6" to  
2 the Declaration of Robert Mosier ("Mosier Decl.").

3 Furthermore, although the payments provide for "Services" provided  
4 by Defendant to CHS, given that the Receivership Defendants were  
5 operating an investment fraud with no legitimate business in violation of  
6 securities laws, there would appear to be no legitimate services that were  
7 provided so that no reasonably equivalent value was received for the  
8 Transfers.

9 Given the totality of the circumstances, the Receiver believes that the  
10 Court has adequate evidence that CHS made the Transfers with the actual  
11 intention to defraud. Accordingly, the Receiver requests that the Court find  
12 that the Transfers, which total \$60,000.00, were made to or for the benefit of  
13 the Defendant by CHS with the actual intent to hinder, delay, or defraud its  
14 creditors such that the Transfers to the Defendant are voidable transfers.  
15 The Receiver is therefore entitled to a judgment against the Defendant in the  
16 amount of \$60,000.00.

17 **C. Prejudgment and Post-Judgment Interest**

18 The Plaintiff is also entitled to pre-judgment interest at the rate of  
19 seven percent (7%) a year, as calculated from the date of each respective  
20 Transfer to Defendant. See Cal. Civ. Code Ann. § 3287(West 2012) (The  
21 general rule is set forth in § 3287(a) as follows: "Every person who is  
22 entitled to recover damages certain, or capable of being made certain by  
23 calculation, and the right to recover which is vested in him upon a particular  
24 day, is entitled also to recover interest thereon from that day."). Where  
25 interest is awarded on tort and other non-contractual claims, the rate is 7%  
26 per annum. See California Constitution, Article 15, section 1; *Children's*  
27 *Hospital and Medical Center v. Bonta*, 97 Cal. App. 4th 740, 775 (2002);  
28 *Continental Airlines, Inc. v. McDonnell Douglas Corp.*, 2116 Cal.App.3d 388,

1 434 (1989) (setting 7% as the correct prejudgment interest rate in a case for  
2 fraud and breach of contract because “there is no relevant legislative act  
3 specifying a rate of prejudgment interest for a fraud claim”).

4       Finally, the Plaintiff should be awarded post-judgment interest,  
5 compounded annually, from the date of judgment until paid. See 28 U.S.C.  
6 § 1961 (“Interest shall be allowed on any money judgment in a civil case  
7 recovered in a district court. Such interest shall be calculated from the date  
8 of the entry of the judgment, at a rate equal to the weekly average 1-year  
9 constant maturity Treasury yield, as published by the Board of Governors of  
10 the Federal Reserve System, for the calendar week preceding the date of  
11 the judgment.”). The weekly average 1-year constant maturity Treasury  
12 yield for the calendar week ending on November 16, 2022 was 4.62%. The  
13 applicable post-judgment rate will depend, however, upon the actual date on  
14 which the Court renders its judgment.

15 **IV. CONCLUSION**

16       Based on the foregoing, the Receiver requests that the Court enter a  
17 default judgment:

18           (1) Against the Defendant on the first cause of action, in favor of  
19 Plaintiff for (a) \$60,000.00; (b) pre-judgment interest at the rate of seven  
20 percent (7%) per year, as calculated from the date of each respective  
21 Transfer to Defendant; and (c) post-judgment interest, compounded  
22 annually, from the date of judgment until paid;

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1                   (2) Dismissing the second and third claims for relief without  
2 prejudice; and

3                   (3) Granting such other and further relief as the Court may deem  
4 just and appropriate.

5 DATED: January 4, 2023                   SMILEY WANG-EKVALL, LLP

6

7                   By: /s/ Sharon Oh-Kubisch

8                   SHARON OH-KUBISCH  
9                   Attorneys for Robert P. Mosier,  
10                  Receiver

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1                   **DECLARATION OF SHARON OH-KUBISCH**

2                   I, Sharon Oh-Kubisch, declare as follows:

3                   1. I am Of Counsel with Smiley Wang-Ekvall, LLP, attorneys of  
4 record for Robert P. Mosier, the receiver (the "Receiver") for The Church for  
5 the Healthy Self aka CHS Trust ("CHS"), iCare Financial Solution, Inc., CHS  
6 Asset Management, Inc., and the assets of Kent R.E. Whitney, David Lee  
7 Parrish, and Ngoc Ha T. Nguyen and the plaintiff in this action. I am  
8 licensed to practice before this Court and the courts of the State of  
9 California. I know each of the following facts to be true of my own personal  
10 knowledge, except as otherwise stated and, if called as a witness, I could  
11 and would competently testify with respect thereto. I make this declaration in  
12 support of the Receiver's motion for entry of default judgment  
13 ("Motion") against the defendant, Matthew Alan Shelton (the  
14 "Defendant"). Unless otherwise defined in this declaration, all terms defined  
15 in the Motion are incorporated herein by this reference.

16                  2. In March 2019, the SEC commenced a civil enforcement action  
17 against CHS, CHS Asset Management, Inc., Kent R.E. Whitney, and David  
18 Parrish. The Court appointed the Receiver over all four of the defendants. It  
19 later added iCare Financial Solution, Inc., and Ngoc Ha T. Nguyen as  
20 receivership defendants.

21                  3. Based on documents and analyses received by the Securities  
22 Exchange Commission and documents obtained by our office on behalf of  
23 the Receiver, we discovered various transfers made for the benefit of the  
24 Defendant through the use of a checking account held in the name of CHS  
25 at Prestige Community Credit Union. The bank statement for July 2018  
26 indicates that CHS made a payment of \$10,000.00 for the Defendant's  
27 benefit by wire transfer. A true and correct copy of the July 2018 bank  
28 statement is attached hereto as Exhibit "1". The amount of Transfers from

1 the Receivership Entities to or for the benefit of Defendant amount to a sum  
2 of not less than \$60,000.00 and without the Defendant providing reasonably  
3 equivalent value to CHS in exchange for the Transfers.

4       4. Pursuant to a subpoena served on Prestige Community Credit  
5 Union, checks and bank statements were obtained for the various checking  
6 accounts held in the name of CHS and/or its related entities. The remaining  
7 \$50,000.00 of the Transfers were made by five checks drawn on CHS's  
8 bank account for the Defendant's benefit which consisted of the following:  
9 (1) a check in the amount of \$10,000.00 that cleared CHS's bank account on  
10 September 12, 2018; (2) a check in the amount of \$10,000.00 that cleared  
11 CHS's bank account on October 10, 2018; (3) a check in the amount of  
12 \$10,000.00 that cleared CHS's bank account on December 19, 2018; (4) a  
13 check in the amount of \$10,000.00 that cleared CHS's bank account on  
14 January 3, 2019; and (5) a check in the amount of \$10,000.00 that cleared  
15 CHS's bank account on February 12, 2019. True and correct copies of the  
16 checks are attached hereto as Exhibit "2".

17       5. Prior to filing the complaint, the Receiver sent a demand letter to  
18 Defendant which includes all the payments received by or for the benefit of  
19 Defendant from CHS which total at least \$60,000.00. A true and correct  
20 copy of my demand letter (without exhibits) to Defendant is attached hereto  
21 as Exhibit "3."

22       6. No response was ever received by Defendant. As such, the  
23 Receiver was left with no other choice but to file a complaint. A true and  
24 correct copy of the complaint (the "Complaint") (without exhibits) is attached  
25 hereto as Exhibit "4" to the Oh-Kubisch Decl. The Complaint includes  
26 claims for avoidance and recovery of the Transfers as fraudulent transfers  
27 pursuant to California Civil Code ("CCC") Sections 3439.04(a)(1),  
28 3439.04(a)(2), and 3439.05.

1       7. On September 27, 2022, the Receiver served the complaint via  
2 publication. Service was deemed complete on October 21, 2022, giving  
3 Defendant until November 10, 2022, to respond to the Complaint. On  
4 November 17, 2022, upon the request of the Receiver, the Clerk of the Court  
5 entered the Defendant's default in this action. A true and correct copy of the  
6 default is attached hereto as Exhibit "5."

7 I declare under penalty of perjury under the laws of the United States  
8 of America that the foregoing is true and correct.

9      Executed on this 4th day of January, 2023, at Costa Mesa, California.

/s/ Sharon Oh-Kubisch  
SHARON OH-KUBISCH

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Costa Mesa, California 92626  
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# **EXHIBIT "1"**



THE CHURCH FOR THE HEALTHY SELF  
3131 MCKINNEY AVE STE 600  
DALLAS TX 75204 - 2456

## July 2018

Reporting Activity 07/01 - 07/31 Page 1 of 12

Member Number: 95803

### Managing Your Accounts

	Phone	(972) 715-4444
	Toll-Free	1-800-423-3229
	Online	<a href="http://www.prestigecu.org">www.prestigecu.org</a>
	Mailing	PO Box 802631 Dallas, TX 75380

### Summary of My Accounts

Account Type	Number	Balance
Cash Management Savings	1	\$2,794.11
Primary Business	950	\$527,133.43

### Joint Owners

RICHARD EARL KING II  
MAXINE N IRGANG  
KELLY FLOREK

### Special Information

Tell A Friend! Refer someone to us to open a Rewards or Payback Checking Account and you can get up to \$100 each. Even better, if your friend gets a loan with us, you can each get another \$100. Visit [prestigecu.org/new-accounts/#friend](http://prestigecu.org/new-accounts/#friend) for referral form & details or ask any Prestige employee.

### Cash Management Savings 1

#### Account Summary

Date	Description	Debits	Credits	Balance
07-01-2018	Balance last statement	\$2,793.52		
	Total debits this period	\$0.00		
	Total credits this period	\$0.59		
07-31-2018	Closing Balance	\$2,794.11		



Date	Description	Debits	Credits	Balance
07-01-2018	Dividends YTD:			\$2.96
	Dividends Withheld YTD:			\$0.00
07-31-2018				

#### Account Activity

Date	Description	Debits	Credits	Balance
07-01-2018	Starting Balance			\$2,793.52
07-31-2018	Deposit Dividend Annual Percentage Yield 0.25% Annual Percentage Yield Earned 0.25% (07/01/2018 - 07/31/2018)		\$0.59	\$2,794.11
07-31-2018	Ending Balance			\$2,794.11

### Primary Business 950

#### Account Summary

Date	Description	Debits	Credits	Balance
07-01-2018	Balance last statement	\$360,295.56		
	Total debits this period	\$1,578,070.22		
	Total credits this period	\$1,744,908.09		
07-31-2018	Closing Balance	\$527,133.43		

Date	Description	Debits	Credits	Balance
	Dividends YTD:			\$0.00
	Dividends Withheld YTD:			\$0.00



July 2018

Reporting Activity 07/01 - 07/31 Page 2 of 12

Member Number: 95803

**Primary Business 950****Account Activity**

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-01-2018	<b>Starting Balance</b>			<b>\$360,295.56</b>
07-02-2018	Purchase POS 70729592 CNAC JOLIET JOLIET IL 07/01 REF# 29592 Card# ****3012	\$194.62		\$360,100.94
07-02-2018	Transfer To *****2829 800	\$300.00		\$359,800.94
07-02-2018	Deposit: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA		\$181,268.00	\$541,068.94
07-02-2018	Stop Added 180376 To 180376	\$0.00		\$541,068.94
07-02-2018	Withdrawal Stop Draft Fee	\$33.00		\$541,035.94
07-02-2018	Stop Added 180382 To 180382		\$0.00	\$541,035.94
07-02-2018	Withdrawal Stop Draft Fee	\$33.00		\$541,002.94
07-02-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer ZXN2R5 (S)	\$16.80		\$540,986.14
07-02-2018	Withdrawal ACH KENT WHITNEY BARCLAYCARD US-CREDITCARD ****7999 (S)	\$500.00		\$540,486.14
07-02-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$39.70		\$540,446.44
07-02-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER GRUBHUBFOOD (S)	\$134.84		\$540,311.60
07-02-2018	Withdrawal ACH Kent Whitney Subscription-Acorns N5KWP5 (S)	\$2.00		\$540,309.60
07-02-2018	Withdrawal ACH Church For The Healthy Villas Fashion I-WEB PMTS ZG9SF4 (R)	\$5,400.00		\$534,909.60
07-02-2018	Withdrawal ACH KathleenDomagalski WOOD-26120OP-WEB PMTS WZ2953 (S)	\$1,903.49		\$533,006.11
07-02-2018	Withdrawal Check #180388	\$500.00		\$532,506.11
07-02-2018	Withdrawal Check #180389	\$500.00		\$532,006.11
07-02-2018	Withdrawal Check #180390	\$500.00		\$531,506.11
07-02-2018	Withdrawal Check #180378	\$2,375.00		\$529,131.11
07-02-2018	Withdrawal Check #180261	\$3,400.00		\$525,731.11
07-02-2018	Withdrawal Check #180379	\$14,975.61		\$510,755.50
07-03-2018	Purchase POS 78896045 MERIDIAN BUSINESS CMERIDIAN BUSINES 214-800-2300 TX 07/02 REF# 96045 Card# ****3012	\$84.14		\$510,671.36
07-03-2018	Deposit: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA		\$10,000.00	\$520,671.36
07-03-2018	Deposit: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA		\$70,301.39	\$590,972.75
07-03-2018	Deposit Refund Stop Pay Fees Duplicate	\$66.00		\$591,038.75
07-03-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer K0NJR5 (S)	\$28.98		\$591,009.77
07-03-2018	Withdrawal ACH AUTHNET GATEWAY-BILLING *****7752	\$25.00		\$590,984.77
07-03-2018	Withdrawal ACH Salinas, Danny CA590 - Avalon H-WEB PMTS 31R3M9 (S)	\$1,951.31		\$589,033.46
07-03-2018	Withdrawal ACH CAPITAL ONE-MOBILE PMT *****2000	\$1,252.19		\$587,781.27
07-03-2018	Withdrawal ACH KENT R WHITNEY JR MERRICK BANK COR-MOBILE PAY *****6205	\$4.00		\$587,777.27
07-03-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$78.21		\$587,699.06
07-03-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$587,689.06
07-03-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$50.54		\$587,638.52
07-03-2018	Withdrawal Check #180368	\$120.00		\$587,518.52
07-03-2018	Withdrawal Check #180395	\$1,000.00		\$586,518.52
07-03-2018	Withdrawal Check #180406	\$1,000.00		\$585,518.52
07-03-2018	Withdrawal Check #180409	\$2,000.00		\$583,518.52
07-03-2018	Withdrawal Check #180404	\$2,500.00		\$581,018.52
07-03-2018	Withdrawal Check #14045	\$5,000.00		\$576,018.52
07-05-2018	Transfer To *****2829 800	\$300.00		\$575,718.52



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**Primary Business 950****Account Activity continued**

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-05-2018	Withdrawal wire out acct 95803 DANNY SALINAS	\$60,000.00		\$515,718.52
07-05-2018	Withdrawal wire out acct 95803 DANNY SALINAS	\$18.00		\$515,700.52
07-05-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer HM90S5 (S)	\$5.00		\$515,695.52
07-05-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer 9HDNS5 (S)	\$16.56		\$515,678.96
07-05-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER DAVIDLEEPAR (S)	\$964.60		\$514,714.36
07-05-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$514,709.36
07-05-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$11.19		\$514,698.17
07-05-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$15.14		\$514,683.03
07-05-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$29.89		\$514,653.14
07-05-2018	Withdrawal Check #180397	\$200.00		\$514,453.14
07-05-2018	Withdrawal Check #180410	\$500.00		\$513,953.14
07-05-2018	Withdrawal Check #180411	\$500.00		\$513,453.14
07-05-2018	Withdrawal Check #180396	\$1,000.00		\$512,453.14
07-05-2018	Withdrawal Check #180403	\$1,500.00		\$510,953.14
07-05-2018	Withdrawal Check #180407	\$2,500.00		\$508,453.14
07-05-2018	Withdrawal Check #180413	\$3,000.00		\$505,453.14
07-05-2018	Withdrawal Check #180264	\$3,400.00		\$502,053.14
07-06-2018	Deposit: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA		\$7,000.00	\$509,053.14
07-06-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer JVRSS5 (S)	\$29.04		\$509,024.10
07-06-2018	Withdrawal ACH WHITNEY,KENT AMERICANEXPRESS-TRANSFER *****2177	\$2,000.00		\$507,024.10
07-06-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT M6782 (S)	\$266.47		\$506,757.63
07-06-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT W4002 (S)	\$11,411.90		\$495,345.73
07-06-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT M3064 (S)	\$34,701.74		\$460,643.99
07-06-2018	Withdrawal ACH CAPITAL ONE-ONLINE PMT *****8514	\$2,550.08		\$458,093.91
07-06-2018	Withdrawal ACH KENT WHITNEY Credit One Bank-Payment *****3758	\$816.44		\$457,277.47
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER ITUNESAPPST (S)	\$6.35		\$457,271.12
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$28.31		\$457,242.81
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$457,232.81
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$457,222.81
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$29.76		\$457,193.05
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$35.37		\$457,157.68
07-06-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$8.00		\$457,149.68
07-06-2018	Withdrawal Check #180412	\$500.00		\$456,649.68
07-06-2018	Withdrawal Check #180418	\$1,000.00		\$455,649.68
07-06-2018	Withdrawal Check #180414	\$5,000.00		\$450,649.68
07-06-2018	Withdrawal Check #180416	\$5,000.00		\$445,649.68
07-06-2018	Withdrawal Check #17223	\$10,000.00		\$435,649.68
07-06-2018	Withdrawal Check #180381	\$23,401.67		\$412,248.01
07-06-2018	Withdrawal Check #180415	\$25,000.00		\$387,248.01
07-06-2018	Deposit: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA		\$74,897.61	\$462,145.62
07-06-2018	Withdrawal CARD UBZQ01 9460 WILSHIRE BLVDUNION BANK BEVERLY HILLS CA 07/06 REFF# 7183 Card# ****3012	\$503.00		\$461,642.62
07-06-2018	Withdrawal Real-Time - Share WD/Inq Fee CARD UBZQ01 9460 WILSHIRE BLVDUNION BANK BEVERLY HILLS CA 07/06 REF# 7183 Card# ****3012	\$1.00		\$461,641.62



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**Primary Business 950****Account Activity *continued***

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-09-2018	Withdrawal: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA	\$300.00		\$461,341.62
07-09-2018	Withdrawal: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA	\$305.00		\$461,036.62
07-09-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT M6486 (S)	\$12,947.27		\$448,089.35
07-09-2018	Withdrawal ACH NHA THAI CITI CARD ONLINE-PMT ****4061	\$4,388.94		\$443,700.41
07-09-2018	Withdrawal ACH COMCAST 8155100-513855167 ****6130	\$126.65		\$443,573.76
07-09-2018	Withdrawal ACH MAXINE IRGANG GEICO-GEICO PYMT UA93D0WTBU3OEIE	\$200.00		\$443,373.76
07-09-2018	Withdrawal ACH MaxineIrgang GOLUBCO-338BOAOP-WEB PMTS 9BT173 (S)	\$1,725.00		\$441,648.76
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$441,643.76
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$46.77		\$441,596.99
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$3.00		\$441,593.99
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.73		\$441,583.26
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$71.59		\$441,511.67
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$1.00		\$441,510.67
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$28.39		\$441,482.28
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$29.09		\$441,453.19
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$29.92		\$441,423.27
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$441,418.27
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$193.97		\$441,224.30
07-09-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UNIVERSALST (S)	\$1,095.00		\$440,129.30
07-09-2018	Stop Added 180427 To 180427		\$0.00	\$440,129.30
07-09-2018	Withdrawal Stop Draft Fee	\$33.00		\$440,096.30
07-09-2018	Withdrawal Check #180400	\$257.40		\$439,838.90
07-09-2018	Withdrawal Check #180401	\$283.31		\$439,555.59
07-09-2018	Withdrawal Check #180456	\$330.00		\$439,225.59
07-09-2018	Withdrawal Check #180419	\$597.97		\$438,627.62
07-09-2018	Withdrawal Check #180421	\$694.00		\$437,933.62
07-09-2018	Withdrawal Check #180398	\$955.72		\$436,977.90
07-09-2018	Withdrawal Check #180424	\$1,500.00		\$435,477.90
07-09-2018	Withdrawal Check #180440	\$1,600.00		\$433,877.90
07-09-2018	Withdrawal Check #180425	\$1,655.00		\$432,222.90
07-09-2018	Withdrawal Check #180365	\$2,000.00		\$430,222.90
07-09-2018	Withdrawal Check #180439	\$2,000.00		\$428,222.90
07-09-2018	Withdrawal Check #180268	\$2,200.00		\$426,022.90
07-09-2018	Withdrawal Check #180426	\$2,249.30		\$423,773.60
07-09-2018	Withdrawal Check #180392	\$2,726.71		\$421,046.89
07-09-2018	Withdrawal Check #180450	\$3,000.00		\$418,046.89
07-09-2018	Withdrawal Check #180422	\$3,347.94		\$414,698.95
07-09-2018	Withdrawal Check #180428	\$3,794.69		\$410,904.26
07-09-2018	Withdrawal Check #180417	\$4,500.12		\$406,404.14
07-09-2018	Withdrawal Check #180393	\$5,300.00		\$401,104.14
07-09-2018	Withdrawal Check #180420	\$5,439.92		\$395,664.22
07-09-2018	Withdrawal Check #180448	\$15,000.00		\$380,664.22
07-09-2018	Withdrawal Check #180454	\$70,000.00		\$310,664.22
07-10-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer K543V5 (S)	\$29.94		\$310,634.28



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**Primary Business 950****Account Activity *continued***

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-10-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$310,629.28
07-10-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$36.99		\$310,592.29
07-10-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER WALMART COM (S)	\$389.36		\$310,202.93
07-10-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$20.59		\$310,182.34
07-10-2018	Deposit: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA		\$375,000.00	\$685,182.34
07-10-2018	Withdrawal Check #180431	\$3,310.00		\$681,872.34
07-10-2018	Withdrawal Check #180391	\$5,808.10		\$676,064.24
07-10-2018	Withdrawal Check #17250	\$7,300.00		\$668,764.24
07-10-2018	Withdrawal Check #180394	\$9,065.00		\$659,699.24
07-10-2018	Withdrawal Check #180457	\$10,000.00		\$649,699.24
07-10-2018	Withdrawal Check #180449	\$10,792.64		\$638,906.60
07-11-2018	Deposit ACH STRIPE-TRANSFER		\$50.04	\$638,956.64
07-11-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer J5DCV5 (S)	\$5.00		\$638,951.64
07-11-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer 3Z2NV5 (S)	\$9.78		\$638,941.86
07-11-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$638,931.86
07-11-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$25.09		\$638,906.77
07-11-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER ITUNESAPPST (S)	\$6.35		\$638,900.42
07-11-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER PRICELINE (S)	\$108.97		\$638,791.45
07-11-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER HAKKARIAZAD (S)	\$2,000.00		\$636,791.45
07-11-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER WALMART COM (S)	\$981.22		\$635,810.23
07-11-2018	Withdrawal CARD P361480 30801 S PACIFIC COAMONTAGE RESO-361 LAGUNA BEACH CA 07/11 REF# 6984 Card# ****3012	\$203.50		\$635,606.73
07-11-2018	Withdrawal Check #180402	\$800.00		\$634,806.73
07-11-2018	Withdrawal Check #180437	\$1,655.00		\$633,151.73
07-11-2018	Withdrawal Check #180430	\$3,310.00		\$629,841.73
07-11-2018	Withdrawal Check #180434	\$3,310.00		\$626,531.73
07-11-2018	Withdrawal Check #180445	\$3,310.00		\$623,221.73
07-12-2018	Transfer To *****2829 800	\$300.00		\$622,921.73
07-12-2018	Deposit: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA		\$409,000.00	\$1,031,921.73
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$1,031,916.73
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$1,031,906.73
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$1,031,896.73
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$15.00		\$1,031,881.73
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$16.65		\$1,031,865.08
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$51.05		\$1,031,814.03
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER PRICELINE (S)	\$678.74		\$1,031,135.29
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$1,031,125.29
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$1,031,115.29
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$24.87		\$1,031,090.42
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER WALMART COM (S)	\$79.99		\$1,031,010.43
07-12-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER WALMART COM (S)	\$118.97		\$1,030,891.46



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**Primary Business 950****Account Activity *continued***

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-12-2018	Withdrawal: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA	\$1,500.00		\$1,029,391.46
07-12-2018	Withdrawal Check #180451	\$1,400.00		\$1,027,991.46
07-12-2018	Withdrawal Check #180441	\$2,096.33		\$1,025,895.13
07-12-2018	Withdrawal Check #180477	\$2,430.39		\$1,023,464.74
07-12-2018	Withdrawal Check #180433	\$3,000.00		\$1,020,464.74
07-12-2018	Withdrawal Check #180475	\$3,000.00		\$1,017,464.74
07-12-2018	Withdrawal Check #180476	\$3,586.49		\$1,013,878.25
07-12-2018	Withdrawal Check #14047	\$100,000.00		\$913,878.25
07-13-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER ANIVEUXLET (S)	\$46.11		\$913,832.14
07-13-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER VISTAPRINT (S)	\$125.48		\$913,706.66
07-13-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER KMAYZULC (S)	\$3,000.00		\$910,706.66
07-13-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER HUONGPHAM91 (S)	\$1,000.00		\$909,706.66
07-13-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER MLODY342 (S)	\$190.00		\$909,516.66
07-13-2018	Withdrawal ACH KENT WHITNEY WESTERN UNION-CAPTURE *****6434	\$406.00		\$909,110.66
07-13-2018	Withdrawal Check #180284	\$20.00		\$909,090.66
07-13-2018	Withdrawal Check #180483	\$800.00		\$908,290.66
07-13-2018	Withdrawal Check #14046	\$4,000.00		\$904,290.66
07-13-2018	Withdrawal Check #14060	\$16,693.00		\$887,597.66
07-15-2018	Purchase POS 00000000 CRICKET WIRELESS 855-246-2461 FL 07/15 REF# 10595 Card# ****3012	\$94.00		\$887,503.66
07-16-2018	Transfer To *****2829 800	\$300.00		\$887,203.66
07-16-2018	Withdrawal: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA	\$500.00		\$886,703.66
07-16-2018	Withdrawal: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA	\$10,005.00		\$876,698.66
07-16-2018	Withdrawal ACH WHITNEY KENT DISCOVER-E-PAYMENT 0102 (S)	\$552.51		\$876,146.15
07-16-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$9.96		\$876,136.19
07-16-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER MICROSOFT (S)	\$6.99		\$876,129.20
07-16-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$24.38		\$876,104.82
07-16-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$876,099.82
07-16-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$23.05		\$876,076.77
07-16-2018	Deposit: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA		\$40,000.00	\$916,076.77
07-16-2018	Withdrawal Check #180488	\$150.00		\$915,926.77
07-16-2018	Withdrawal Check #180470	\$323.27		\$915,603.50
07-16-2018	Withdrawal Check #180447	\$333.32		\$915,270.18
07-16-2018	Withdrawal Check #180485	\$500.00		\$914,770.18
07-16-2018	Withdrawal Check #180490	\$800.00		\$913,970.18
07-16-2018	Withdrawal Check #180473	\$1,000.00		\$912,970.18
07-16-2018	Withdrawal Check #180463	\$1,500.00		\$911,470.18
07-16-2018	Withdrawal Check #180444	\$1,655.00		\$909,815.18
07-16-2018	Withdrawal Check #180458	\$2,000.00		\$907,815.18
07-16-2018	Withdrawal Check #14059	\$4,463.00		\$903,352.18



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**Primary Business 950****Account Activity continued**

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-16-2018	Withdrawal Check #180482	\$4,500.00		\$898,852.18
07-16-2018	Withdrawal Check #180459	\$5,740.00		\$893,112.18
07-16-2018	Withdrawal Check #180442	\$9,181.80		\$883,930.38
07-16-2018	Withdrawal Check #180479	\$26,975.83		\$856,954.55
07-17-2018	Purchase POS 52310775 CNAC JOLIET JOLIET IL 07/16 REF# 10775 Card# ****3012	\$194.62		\$856,759.93
07-17-2018	Deposit: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA		\$60,000.00	\$916,759.93
07-17-2018	Withdrawal ACH Kent Whitney Acorns Later-Transfer 46T8X5 (S)	\$25.00		\$916,734.93
07-17-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER ITUNESAPPST (S)	\$16.99		\$916,717.94
07-17-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$916,707.94
07-17-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$916,697.94
07-17-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER GREGSANDFER (S)	\$26.88		\$916,671.06
07-17-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER CULBERJ (S)	\$285.61		\$916,385.45
07-17-2018	Withdrawal Check #180467	\$390.45		\$915,995.00
07-17-2018	Withdrawal Check #180466	\$461.82		\$915,533.18
07-17-2018	Withdrawal Check #180480	\$500.00		\$915,033.18
07-17-2018	Withdrawal Check #180493	\$500.00		\$914,533.18
07-17-2018	Withdrawal Check #180502	\$1,000.00		\$913,533.18
07-17-2018	Withdrawal Check #180489	\$1,286.84		\$912,246.34
07-17-2018	Withdrawal Check #180486	\$1,500.00		\$910,746.34
07-17-2018	Withdrawal Check #180455	\$1,942.16		\$908,804.18
07-17-2018	Withdrawal Check #180501	\$2,500.00		\$906,304.18
07-17-2018	Withdrawal Check #180461	\$3,000.00		\$903,304.18
07-17-2018	Withdrawal Check #14061	\$4,000.00		\$899,304.18
07-17-2018	Withdrawal Check #14084	\$5,000.00		\$894,304.18
07-17-2018	Withdrawal Check #14085	\$5,000.00		\$889,304.18
07-17-2018	Withdrawal Check #14044	\$5,000.00		\$884,304.18
07-17-2018	Withdrawal Check #180429	\$6,851.00		\$877,453.18
07-17-2018	Withdrawal Check #180471	\$9,000.00		\$868,453.18
07-17-2018	Withdrawal Check #180435	\$12,903.88		\$855,549.30
07-17-2018	Withdrawal Check #180453	\$39,603.51		\$815,945.79
07-18-2018	Deposit ACH STRIPE-TRANSFER		\$200.19	\$816,145.98
07-18-2018	Transfer To *****2829 800	\$350.00		\$815,795.98
07-18-2018	Withdrawal Wire Out acct 95803 FOXEAN UNITY SOLUTIONS	\$10,000.00		\$805,795.98
07-18-2018	Withdrawal Wire Out acct 95803 FOXEAN UNITY SOLUTIONS	\$18.00		\$805,777.98
07-18-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer J7MPX5 (S)	\$5.06		\$805,772.92
07-18-2018	Withdrawal ACH AMEX EPAYMENT-ACH PMT S4386	\$24,341.17		\$781,431.75
07-18-2018	Withdrawal ACH KENT WHITNEY Credit One Bank-Payment *****3819	\$501.96		\$780,929.79
07-18-2018	Withdrawal ACH KENT WHITNEY Credit One Bank-Payment *****0758	\$501.96		\$780,427.83
07-18-2018	Withdrawal ACH KENT WHITNEY Credit One Bank-Payment *****0788	\$558.37		\$779,869.46
07-18-2018	Withdrawal ACH KENT R WHITNEY JR MERRICK BANK COR-MOBILE PAY *****0277	\$321.05		\$779,548.41
07-18-2018	Withdrawal ACH Pacific Gas & EI-PAYMENT *****6128	\$45.80		\$779,502.61
07-18-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER GBELLAHAIRE (S)	\$3,000.00		\$776,502.61



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Member Number: 95803

**Primary Business 950****Account Activity *continued***

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-18-2018	Withdrawal ACH Saks Retail-PHONE PMNT *****7218	\$1,555.25		\$774,947.36
07-18-2018	Withdrawal Check #180469	\$20.99		\$774,926.37
07-18-2018	Withdrawal Check #180464	\$43.29		\$774,883.08
07-18-2018	Withdrawal Check #180499	\$353.92		\$774,529.16
07-18-2018	Withdrawal Check #14069	\$1,000.00		\$773,529.16
07-18-2018	Withdrawal Check #180503	\$2,500.00		\$771,029.16
07-18-2018	Withdrawal Check #14064	\$5,000.00		\$766,029.16
07-18-2018	Withdrawal Check #180481	\$9,000.00		\$757,029.16
07-18-2018	Withdrawal Check #14071	\$100,000.00		\$657,029.16
07-19-2018	Withdrawal: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA	\$500.00		\$656,529.16
07-19-2018	Deposit: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA		\$140,107.33	\$796,636.49
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER MRODEBAUGH (S)	\$15.00		\$796,621.49
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER DELHIMOM3 (S)	\$25.69		\$796,595.80
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER GILBERTGALV (S)	\$37.90		\$796,557.90
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER THEGIRLS1 (S)	\$39.95		\$796,517.95
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER SUITIEGUY (S)	\$64.99		\$796,452.96
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UNIVERSALST (S)	\$1,971.00		\$794,481.96
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER TRENTASMITH (S)	\$41.25		\$794,440.71
07-19-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER INFO (S)	\$1,550.00		\$792,890.71
07-19-2018	Transfer To *****2829 801	\$300.00		\$792,590.71
07-19-2018	Deposit: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA		\$138,000.00	\$930,590.71
07-19-2018	Withdrawal Check #180472	\$15,000.00		\$915,590.71
07-20-2018	Transfer To *****2829 800	\$300.00		\$915,290.71
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER ITUNESAPPST (S)	\$6.35		\$915,284.36
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER VALUECOLLEG (S)	\$11.95		\$915,272.41
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER CTLING07 (S)	\$14.98		\$915,257.43
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER SHESAIDSEW (S)	\$19.35		\$915,238.08
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER MGLV (S)	\$21.00		\$915,217.08
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER JOYCEMORISH (S)	\$22.99		\$915,194.09
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER *****0210WHOLE (S)	\$34.19		\$915,159.90
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER ETHAND74 (S)	\$45.79		\$915,114.11
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER MKGREEN05 (S)	\$110.10		\$915,004.01
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER PRICELINE (S)	\$1,585.20		\$913,418.81
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$5.00		\$913,413.81
07-20-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$87.01		\$913,326.80



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Member Number: 95803

**Primary Business 950****Account Activity continued**

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-20-2018	Withdrawal: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA	\$500.00		\$912,826.80
07-20-2018	Withdrawal Check #14075	\$1,450.00		\$911,376.80
07-20-2018	Withdrawal Check #180474	\$2,000.00		\$909,376.80
07-20-2018	Withdrawal Check #14077	\$4,000.00		\$905,376.80
07-20-2018	Withdrawal Check #14076	\$6,000.00		\$899,376.80
07-20-2018	Withdrawal Check #180478	\$15,000.00		\$884,376.80
07-21-2018	Purchase POS 00000001 NADEX TE13128840100 IL 07/20 REF# 71252 Card# ****3012	\$1,000.00		\$883,376.80
07-23-2018	Withdrawal Wire Out Acct 95803 MATTHEW A SHELTON	\$10,000.00		\$873,376.80
07-23-2018	Withdrawal Wire Out Acct 95803 MATTHEW A SHELTON	\$18.00		\$873,358.80
07-23-2018	Transfer To *****2829 800	\$300.00		\$873,058.80
07-23-2018	Withdrawal ACH COMCAST 8771300-111947606 *****9994	\$31.42		\$873,027.38
07-23-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER NETFLIX.COM (S)	\$10.99		\$873,016.39
07-23-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER NETFLIX.COM (S)	\$7.99		\$873,008.40
07-23-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$17.40		\$872,991.00
07-23-2018	Withdrawal Check #14090	\$330.00		\$872,661.00
07-23-2018	Withdrawal Check #180487	\$460.73		\$872,200.27
07-23-2018	Withdrawal Check #14089	\$500.00		\$871,700.27
07-23-2018	Withdrawal Check #14079	\$1,140.00		\$870,560.27
07-23-2018	Withdrawal Check #180443	\$1,655.00		\$868,905.27
07-23-2018	Withdrawal Check #180498	\$2,755.10		\$866,150.17
07-23-2018	Withdrawal Check #180465	\$3,310.00		\$862,840.17
07-23-2018	Withdrawal Check #14065	\$4,000.00		\$858,840.17
07-23-2018	Withdrawal Check #180496	\$11,529.11		\$847,311.06
07-23-2018	Withdrawal Check #180494	\$26,409.16		\$820,901.90
07-23-2018	Withdrawal Check #14081	\$50,000.00		\$770,901.90
07-23-2018	Withdrawal Check #180491	\$120,000.00		\$650,901.90
07-24-2018	Withdrawal: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA	\$614.00		\$650,287.90
07-24-2018	Withdrawal: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA	\$2,557.00		\$647,730.90
07-24-2018	Withdrawal: CREDIT UNION OF SOUTHERN 1000 AVOCADO AVE NEWPORT BEACH CA	\$828.00		\$646,902.90
07-24-2018	Transfer To *****2829 800	\$574.00		\$646,328.90
07-24-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT W8764 (S)	\$49,346.92		\$596,981.98
07-24-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER MICROSOFT (S)	\$6.99		\$596,974.99
07-24-2018	Withdrawal ACH MAXINE IRGANG T-MOBILE-PCS SVC *****5575 (R)	\$138.46		\$596,836.53
07-24-2018	Withdrawal Check #14098	\$500.00		\$596,336.53
07-24-2018	Withdrawal Check #180500	\$502.30		\$595,834.23
07-24-2018	Withdrawal Check #14068	\$828.00		\$595,006.23
07-24-2018	Withdrawal Check #14097	\$1,000.00		\$594,006.23
07-24-2018	Withdrawal Check #14070	\$3,000.00		\$591,006.23
07-24-2018	Withdrawal Check #180432	\$3,310.00		\$587,696.23
07-24-2018	Withdrawal Check #14088	\$7,798.43		\$579,897.80
07-24-2018	Withdrawal Check #14042	\$9,500.00		\$570,397.80
07-25-2018	Transfer To *****2829 800	\$300.00		\$570,097.80



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Member Number: 95803

**Primary Business 950****Account Activity continued**

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-25-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer XYJ206 (S)	\$5.00		\$570,092.80
07-25-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$570,082.80
07-25-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$570,072.80
07-25-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$20.13		\$570,052.67
07-25-2018	Withdrawal Check #14102	\$1,139.80		\$568,912.87
07-25-2018	Withdrawal Check #14103	\$2,032.88		\$566,879.99
07-25-2018	Withdrawal Check #180495	\$35,143.87		\$531,736.12
07-26-2018	Transfer To *****2829 800	\$300.00		\$531,436.12
07-26-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$47.26		\$531,388.86
07-26-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$531,378.86
07-26-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$53.08		\$531,325.78
07-26-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$531,315.78
07-26-2018	Deposit: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA		\$198,490.22	\$729,806.00
07-26-2018	Withdrawal Check #14091	\$500.00		\$729,306.00
07-26-2018	Withdrawal Check #14086	\$572.88		\$728,733.12
07-26-2018	Withdrawal Check #14095	\$99,999.00		\$628,734.12
07-27-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer 0DP316 (S)	\$7.53		\$628,726.59
07-27-2018	Withdrawal ACH DEPT EDUCATION-STUDENT LN 0000	\$165.09		\$628,561.50
07-27-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$10.00		\$628,551.50
07-27-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER UBER (S)	\$20.77		\$628,530.73
07-27-2018	Withdrawal ACH PROG SELECT INS-INS PREM *****0937 CHS	\$270.65		\$628,260.08
07-27-2018	Withdrawal Check #14100	\$79.96		\$628,180.12
07-27-2018	Withdrawal Check #181005	\$500.00		\$627,680.12
07-27-2018	Withdrawal Check #14078	\$722.00		\$626,958.12
07-27-2018	Withdrawal Check #14083	\$791.15		\$626,166.97
07-27-2018	Withdrawal Check #181004	\$2,000.00		\$624,166.97
07-27-2018	Withdrawal Check #14104	\$5,622.35		\$618,544.62
07-27-2018	Withdrawal Check #14062	\$7,000.00		\$611,544.62
07-28-2018	Purchase POS 00000001 NADEX TE13128840100 IL 07/27 REF# 50565 Card# ****3012	\$1,000.00		\$610,544.62
07-30-2018	Withdrawal Check #181009	\$2,000.00		\$608,544.62
07-30-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT W1986 (S)	\$18,937.62		\$589,607.00
07-30-2018	Withdrawal ACH KENT WHITNEY BARCLAYCARD US-CREDITCARD ****2871 (S)	\$1,520.12		\$588,086.88
07-30-2018	Withdrawal ACH KENT WHITNEY BARCLAYCARD US-CREDITCARD ****8157 (S)	\$800.00		\$587,286.88
07-30-2018	Withdrawal ACH FPB CR CARD-TELEPHONE COL****8377	\$30.40		\$587,256.48
07-30-2018	Withdrawal ACH FPB CR CARD-TELEPHONE COL****8436	\$35.56		\$587,220.92
07-30-2018	Deposit: CREDIT UNION OF SOUTHERN 11390 STANFORD AVE GARDEN GROVE CA		\$1,268.00	\$588,488.92
07-30-2018	Withdrawal Check #181017	\$150.00		\$588,338.92
07-30-2018	Withdrawal Check #14092	\$385.00		\$587,953.92
07-30-2018	Withdrawal Check #181000	\$1,288.00		\$586,665.92
07-30-2018	Withdrawal Check #181002	\$2,000.00		\$584,665.92
07-30-2018	Withdrawal Check #180436	\$3,310.00		\$581,355.92
07-30-2018	Withdrawal Check #181003	\$3,500.00		\$577,855.92
07-30-2018	Withdrawal Check #181006	\$5,000.00		\$572,855.92
07-30-2018	Withdrawal Check #14099	\$8,906.78		\$563,949.14
07-30-2018	Withdrawal Check #181016	\$42,149.63		\$521,799.51



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**Primary Business 950****Account Activity continued**

<b>Date</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
07-31-2018	Deposit: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA	\$38,800.00		\$560,599.51
07-31-2018	Deposit: The Golden 1 CU 185 PARK AVENUE, SUITE SAN JOSE CA	\$459.31		\$561,058.82
07-31-2018	Withdrawal ACH Kent Whitney Acorns Investing-Transfer H1BM16 (S)	\$20.94		\$561,037.88
07-31-2018	Withdrawal ACH Lena Le AMEX EPAYMENT-ACH PMT W5462 (S)	\$26,787.81		\$534,250.07
07-31-2018	Withdrawal ACH CONT FINANCE-PAY BY PHO *****4060	\$15.22		\$534,234.85
07-31-2018	Withdrawal ACH KENT R WHITNEY JR MERRICK BANK COR-MOBILE PAY *****5895	\$405.07		\$533,829.78
07-31-2018	Withdrawal ACH KENT WHITNEY PAYPAL-INST XFER GBELLAHAIRE (S)	\$663.89		\$533,165.89
07-31-2018	Transfer To *****2829 800	\$300.00		\$532,865.89
07-31-2018	Withdrawal Check #181001	\$64.99		\$532,800.90
07-31-2018	Withdrawal Check #14101	\$167.47		\$532,633.43
07-31-2018	Withdrawal Check #181060	\$500.00		\$532,133.43
07-31-2018	Withdrawal Check #181020	\$5,000.00		\$527,133.43
<b>07-31-2018</b>	<b>Ending Balance</b>			<b>\$527,133.43</b>

**Check Recap**

<b>Number</b>	<b>Date</b>	<b>Amount</b>	<b>Number</b>	<b>Date</b>	<b>Amount</b>	<b>Number</b>	<b>Date</b>	<b>Amount</b>
14042	07/24	9,500.00	14097	07/24	1,000.00	180401	07/09	283.31
14044	07/17	5,000.00	14098	07/24	500.00	180402	07/11	800.00
14045	07/03	5,000.00	14099	07/30	8,906.78	180403	07/05	1,500.00
14046	07/13	4,000.00	14100	07/27	79.96	180404	07/03	2,500.00
14047	07/12	100,000.00	14101	07/31	167.47	180406	07/03	1,000.00
14059	07/16	4,463.00	14102	07/25	1,139.80	180407	07/05	2,500.00
14060	07/13	16,693.00	14103	07/25	2,032.88	180409	07/03	2,000.00
14061	07/17	4,000.00	14104	07/27	5,622.35	180410	07/05	500.00
14062	07/27	7,000.00	17223	07/06	10,000.00	180411	07/05	500.00
14064	07/18	5,000.00	17250	07/10	7,300.00	180412	07/06	500.00
14065	07/23	4,000.00	180261	07/02	3,400.00	180413	07/05	3,000.00
14068	07/24	828.00	180264	07/05	3,400.00	180414	07/06	5,000.00
14069	07/18	1,000.00	180268	07/09	2,200.00	180415	07/06	25,000.00
14070	07/24	3,000.00	180284	07/13	20.00	180416	07/06	5,000.00
14071	07/18	100,000.00	180365	07/09	2,000.00	180417	07/09	4,500.12
14075	07/20	1,450.00	180368	07/03	120.00	180418	07/06	1,000.00
14076	07/20	6,000.00	180378	07/02	2,375.00	180419	07/09	597.97
14077	07/20	4,000.00	180379	07/02	14,975.61	180420	07/09	5,439.92
14078	07/27	722.00	180381	07/06	23,401.67	180421	07/09	694.00
14079	07/23	1,140.00	180388	07/02	500.00	180422	07/09	3,347.94
14081	07/23	50,000.00	180389	07/02	500.00	180424	07/09	1,500.00
14083	07/27	791.15	180390	07/02	500.00	180425	07/09	1,655.00
14084	07/17	5,000.00	180391	07/10	5,808.10	180426	07/09	2,249.30
14085	07/17	5,000.00	180392	07/09	2,726.71	180428	07/09	3,794.69
14086	07/26	572.88	180393	07/09	5,300.00	180429	07/17	6,851.00
14088	07/24	7,798.43	180394	07/10	9,065.00	180430	07/11	3,310.00
14089	07/23	500.00	180395	07/03	1,000.00	180431	07/10	3,310.00
14090	07/23	330.00	180396	07/05	1,000.00	180432	07/24	3,310.00
14091	07/26	500.00	180397	07/05	200.00	180433	07/12	3,000.00
14092	07/30	385.00	180398	07/09	955.72	180434	07/11	3,310.00
14095	07/26	99,999.00	180400	07/09	257.40	180435	07/17	12,903.88



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**Primary Business 950**

**Check Recap continued**

<b>Number</b>	<b>Date</b>	<b>Amount</b>	<b>Number</b>	<b>Date</b>	<b>Amount</b>	<b>Number</b>	<b>Date</b>	<b>Amount</b>
180436	07/30	3,310.00	180465	07/23	3,310.00	180491	07/23	120,000.00
180437	07/11	1,655.00	180466	07/17	461.82	180493	07/17	500.00
180439	07/09	2,000.00	180467	07/17	390.45	180494	07/23	26,409.16
180440	07/09	1,600.00	180469	07/18	20.99	180495	07/25	35,143.87
180441	07/12	2,096.33	180470	07/16	323.27	180496	07/23	11,529.11
180442	07/16	9,181.80	180471	07/17	9,000.00	180498	07/23	2,755.10
180443	07/23	1,655.00	180472	07/19	15,000.00	180499	07/18	353.92
180444	07/16	1,655.00	180473	07/16	1,000.00	180500	07/24	502.30
180445	07/11	3,310.00	180474	07/20	2,000.00	180501	07/17	2,500.00
180447	07/16	333.32	180475	07/12	3,000.00	180502	07/17	1,000.00
180448	07/09	15,000.00	180476	07/12	3,586.49	180503	07/18	2,500.00
180449	07/10	10,792.64	180477	07/12	2,430.39	181000	07/30	1,288.00
180450	07/09	3,000.00	180478	07/20	15,000.00	181001	07/31	64.99
180451	07/12	1,400.00	180479	07/16	26,975.83	181002	07/30	2,000.00
180453	07/17	39,603.51	180480	07/17	500.00	181003	07/30	3,500.00
180454	07/09	70,000.00	180481	07/18	9,000.00	181004	07/27	2,000.00
180455	07/17	1,942.16	180482	07/16	4,500.00	181005	07/27	500.00
180456	07/09	330.00	180483	07/13	800.00	181006	07/30	5,000.00
180457	07/10	10,000.00	180485	07/16	500.00	181009	07/30	2,000.00
180458	07/16	2,000.00	180486	07/17	1,500.00	181016	07/30	42,149.63
180459	07/16	5,740.00	180487	07/23	460.73	181017	07/30	150.00
180461	07/17	3,000.00	180488	07/16	150.00	181020	07/31	5,000.00
180463	07/16	1,500.00	180489	07/17	1,286.84	181060	07/31	500.00
180464	07/18	43.29	180490	07/16	800.00			

**Interest Summary**

<b>2018 YTD DIV/INT:</b>	\$2.96	<b>IRA Dividends:</b>	\$0.00	<b>Finance Charges:</b>	\$0.00
<b>YTD DIV/INT Withheld:</b>	\$0.00			<b>YTD DIV/INT Penalties:</b>	\$0.00

# **EXHIBIT "2"**

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Page 1 of 1

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CHURCH FOR THE HEALTHY SELF PRAY TODAY AND EVERDAY 3131 McKinney Ave. SUITE 600 DALLAS, TX 75204		Presuge Community Cu Dallas, Texas 95240 32-8031/3110 32-8031/3110	8/31/2018
TO THE ORDER OF	Matthew Shelton	\$ **10,000.00	
Ten Thousand and 00/100***** DOLLAR			
Matthew Shelton 32 Southeast Second Ave. Unit 147 Del Ray Beach, FL 33444			
ITEM September 2018 Services			
11812371 13110803111 00000958031			
<b>Back of Check</b>			
<p>11812371 13110803111 00000958031</p> <p>Matthew Shelton 32 Southeast Second Ave. Unit 147 Del Ray Beach, FL 33444</p> <p>September 2018 Services</p> <p>11812371 13110803111 00000958031</p> <p>Matthew Shelton 32 Southeast Second Ave. Unit 147 Del Ray Beach, FL 33444</p>		<p><input type="checkbox"/> CHECK HERE IF NO SIGNATURE OR ADDRESS ON BACK OF CHECK</p> <p><i>[Signature]</i></p>	

## Check Image

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CHURCH FOR THE HEALTHY SELF  
PRAY TODAY AND EVERDAY  
3131 McKinney Ave.  
Suite 600  
Dallas, TX 75204

Prestige Community Center  
Dallas, Texas 95240  
32-8031/3110  
32-8031/3110

9/28/2018

AY TO THE  
ORDER OF

Matthew Shelton

\$ \*\*10,000.00

Ten Thousand and 00/100

DOLLAR

Matthew Shelton  
32 Southeast Second Ave.  
Unit 147  
Del Ray Beach, FL 33444

1EMG

October 2018 Services

AUTHORIZED SIGNATURE

1815270 63110803110

0000095803

Back of Check

Referred to a committee on January 10, 1911, and to a subcommittee on January 11, 1911, and referred to the Committee on Education and Labor, January 12, 1911.

CHECK HERE IF MOBILE DEPOSIT  
PREFERRED. STAPLE OR SIGNATURE LINE  
TO REINFORCE YOUR AUTHENTICATION.

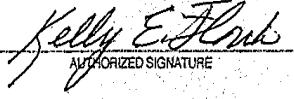
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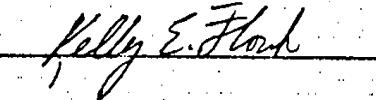
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CHURCH FOR THE HEALTHY SELF PRAY TODAY AND EVERDAY 3131 McKinney Ave. Suite 600 Dallas, TX 75204		Prestige Community CU Dallas, Texas 75240 32-8031/3110 32-8031/3110	11-28-18
Pay to the order of	Matthew Shelton	\$ 10,000	
		ten thousand even	DOLLAR
EMO			
		AUTHORIZED SIGNATURE	
181817 13110803111		000009580311	
<b>Back of Check</b>			
<p>If you believe your check was lost, stolen, or forged, contact your bank or credit union immediately. If you believe your check was cashed at a bank or credit union other than ours, contact that institution.</p> <p>For more information about mobile deposit, visit <a href="http://www.prestigecu.org/mobiledeposit">www.prestigecu.org/mobiledeposit</a>.</p> <p>If cashed at another bank or credit union, contact them directly.</p> <p>If you believe your check was cashed at a bank or credit union other than ours, contact that institution.</p> <p>For more information about mobile deposit, visit <a href="http://www.prestigecu.org/mobiledeposit">www.prestigecu.org/mobiledeposit</a>.</p>		<p><input type="checkbox"/> CHECK HERE IF MOBILE DEPOSIT</p> <p>DO NOT STAMP OR SIGN BELOW THIS LINE</p> <p></p>	

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CHURCH FOR THE HEALTHY SELF 3131 MCKINNEY AVE. SUITE 600 DALLAS, TX 75204 PRAY TODAY AND EVERY DAY		Prestige Community CU 32-8031/3110	01/02/2019
PAY TO THE ORDER OF	Mathew Shelton	\$**10,000.00	
Ten thousand and 00/100			DOLLARS
Mathew Shelton			
MEMO Deposit Bank of America Rtg. #063100277 #003665811576 #182067# 1311080311# 0000095803# 			
Back of Check			
Seq: 112 Batch: 569433 Date: 01/02/19			
Seq:00112 01/02/19 BAT:569433 CC:8858890121 WT:01 LTPS:Dallas CT BC:Orland Park BC IL4-227			
<i>#003665811576 #182067# 1311080311# For deposit only</i>			

12/21/22, 9:44 AM

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CASH ONLY IF ALL ChevraLoRa™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CHURCH FOR THE HEALTHY SELF  
3131 MCKINNEY AVE.  
SUITE 600  
DALLAS, TX 75204  
PRAY TODAY AND EVERY DAY

Prestige Community CU  
32-0031/3110

182381

01/31/2019

PAY TO THE ORDER OF Mathew Shelton

\$ \*\*10,000.00 DOLLARS

Ten thousand and 00/100

Mathew Shelton

MEMO BOA#003665811576

182381 0311080911 0000095803

*Kelly E. Flub*

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# **EXHIBIT "3"**

# SMILEY | WANG-EKVALL

Insolvency. Real Estate. Business Litigation.

Kyra E. Andrassy

Timothy W. Evanston

Kraig C. Kilger

Robert S. Marticello

Sharon Oh-Kubisch

Michael L. Simon

Philip E. Strok

May 16, 2022

## VIA U.S. MAIL – CERTIFIED MAIL RETURN RECEIPT REQUESTED

Matthew Alan Shelton  
5500 N Military Trail, Apt. 430  
Boca Raton, FL 33496-3567

**Re: Securities and Exchange Commission v. Kent R.E. Whitney, et al.  
United States District Court, Central District of California Case No. SACV 19-499 JVS (KESx)**

Dear Mr. Shelton:

This office represents Robert P. Mosier, Receiver ("Receiver") for The Church for the Healthy Self aka CHS Trust ("CHS Trust"), CHS Asset Management, Inc. ("CAM"), iCare Financial Solution, Inc. ("iCare" and, together with CHS Trust and CAM, the "Receivership Entities"), Kent R.E. Whitney ("Mr. Whitney"), David Lee Parrish ("Mr. Parrish"), and Ha Ngoc T. Nguyen aka Ngoc Nguyen ("Ms. Nguyen") (together, the Receivership Entities, Mr. Whitney, Mr. Parrish, and Ms. Nguyen are referred to as the "Receivership Defendants" and the receivership estate is referred to as the "Receivership Estate"), with full powers of an equity receiver. (See enclosed Exhibit "1" which is a copy of the Order Appointing Robert P. Mosier as the Receiver of the Receivership Defendants.)

Based on our review of the bank records, the Receiver has established that during the four calendar years prior to his appointment, the Receivership Entities transferred funds to you totaling \$60,000.00 through your use of the Receivership Entities' bank account for services you allegedly provided (the "Transfers"). In exchange, the Receivership Entities did not receive a reasonably equivalent value for the Transfers. (See enclosed Exhibit "2" which is a list of funds you received<sup>1</sup>.) The Transfers were also made with the actual intention of defrauding the investors in the Receivership Entities. Given that the Receivership Defendants were operating an investment fraud with no legitimate business in violation of securities laws, there would appear to be no legitimate services that were provided so that no reasonably equivalent value was received for the Transfers. As a result, the Transfers are recoverable by the Receiver. The Receiver notes that there may also be claims against you for aiding and abetting a fraud.

---

<sup>1</sup> The Receiver is not seeking to recover payments made for the benefit of innocent investors but only for fraudulent transfers recoverable to the Receivership Entities.



Mr. Matthew Alan Shelton  
Securities and Exchange Commission v. Kent R.E. Whitney, et al.  
May 16, 2022  
Page 2

Pursuant to a court order, the Receiver is authorized to settle claims for 85% of the amount in dispute if payment is made in one lump sum or 90% if paid over a period not to exceed twelve months. If this settlement offer is declined, the Receiver will file suit against you for the full amount of the Transfers and include additional causes of action related to your alleged services. Presumably, you do not want this to be a matter of public record so will elect to resolve this consensually. To that end, we have enclosed the approved form of the settlement agreement for your review and execution. (See enclosed Exhibit "3" which is the proposed settlement agreement.)

If you choose not to resolve this consensually by June 16, 2022, then the Receiver will commence a lawsuit against you in the United States District Court where the above-referenced case is currently pending. The Receiver sincerely hopes that the District Court's intervention will not be necessary.

Should you have any questions or would like to discuss this matter further, please feel free to contact me.

Very truly yours,

SMILEY WANG-EKVALL, LLP

*/s/ Sharon Oh-Kubisch*

Sharon Oh-Kubisch  
Of Counsel

Enclosures as noted above

cc: Robert P. Mosier, Receiver

# **EXHIBIT "4"**

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1 **SMILEY WANG-EKVALL, LLP**  
2 Kyra E. Andrassy, State Bar No. 207959  
3 *kandrassy@swe lawfirm.com*  
4 Sharon Oh-Kubisch, State Bar No. 197573  
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6 Michael L. Simon, State Bar No. 300822  
7 *msimon@swe lawfirm.com*  
8 3200 Park Center Drive, Suite 250  
9 Costa Mesa, California 92626  
10 Telephone: 714 445-1000  
11 Facsimile: 714 445-1002  
12 Attorneys for Robert P. Mosier,  
13 Receiver

14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

16 ROBERT P. MOSIER, Federal  
17 Equity Receiver for the Church for  
18 the Healthy Self aka CHS Trust,  
19 CHS Asset Management, Inc., and  
iCare Financial Solution, Inc.,

Plaintiffs,

v.

MATTHEW ALAN SHELTON,  
Defendant.

Case No.

**COMPLAINT TO AVOID AND  
RECOVER FRAUDULENT  
TRANSFERS**

20 Plaintiff Robert P. Mosier, in his capacity as the federal equity receiver  
21 ("Receiver") for The Church for the Healthy Self a/k/a CHS Trust ("CHS"),  
22 CHS Asset Management, Inc. ("CAM"), and iCare Financial Solution, Inc.  
23 ("iCare" and, together with CHS and CAM, the "Receivership Entities"),  
24 alleges as follows:

25 ///

26 ///

27 ///

28 ///

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1   **I.    INTRODUCTION**

2         1. Beginning in or about September 2014 and continuing to on or  
3 about April 4, 2019, Defendants Kent R.E. Whitney also known as Emerson  
4 Ralph ("Whitney"), Ngoc Ha T. Nguyen ("Ha Nguyen"), and David Lee  
5 Parrish ("Parrish") (collectively, the "Individual Defendants") utilized the  
6 Receivership Entities to orchestrate at least a \$33 million Ponzi scheme that  
7 primarily targeted the Vietnamese communities of Orange County and San  
8 Jose, California.

9         2. The vast majority of the funds that were raised were  
10 misappropriated by Whitney, Parrish and Ha Nguyen, who spent many  
11 millions of dollars of investor funds on personal expenses for themselves  
12 and for family members and friends. What they did not spend on personal  
13 expenses was used to make Ponzi payments to investors. This action is  
14 being brought to recover funds that the Receiver alleges were fraudulently  
15 transferred to or for the benefit of the Defendant.

16

17   **II.    JURISDICTION AND VENUE**

18         3. On March 13, 2019, the Securities and Exchange Commission  
19 filed a civil enforcement action against CHS, CAM, Whitney and Parrish,  
20 initiating case number 8:19-cv-00499 (the "SEC Action"). By order entered  
21 on March 14, 2019, the Court appointed the Receiver over CHS and CAM,  
22 and the assets of Whitney and Parrish.

23         4. This Court has jurisdiction over this action pursuant to 28 USC §  
24 1367 because this action is ancillary to the SEC Action, and the receivership  
25 is pending before this Court. See *Donell v. Kowell*, 533 F.3d 762, 769 (9th  
26 Cir. 2008).

27         5. This action involves the same series of transactions as the SEC  
28 Action.

SMILEY WANG-EKVALL, LLP  
3200 Park Center Drive, Suite 250  
Costa Mesa, California 92626  
Tel 714 445-1000 • Fax 714 445-1002

Case 8:22-cv-01361 Document 1 Filed 07/22/22 Page 3 of 9 Page ID #:3

1       6.     Venue is proper in this district because this action is ancillary to  
2 the SEC Action and the receivership remains pending before this Court.  
3

4 **III. THE PARTIES**

5       7.     The Receiver is the duly appointed and acting federal equity  
6 receiver of the Receivership Entities.

7       8.     On information and belief, defendant Matthew Alan Shelton  
8 ("Shelton" or "Defendant"), at all times herein was and is an individual  
9 residing in the State of Florida, County of Palm Beach.

10      **IV. GENERAL ALLEGATIONS**

11      **A. The SEC Action**

12      9.     On March 13, 2019, the SEC filed its original complaint against  
13 CHS, CAM, Whitney, and Parrish ("SEC Complaint"), accompanied by an *Ex*  
14 *Parte Application for a Temporary Restraining Order and Orders* (1)  
15 *Freezing Assets*; (2) *Prohibiting the Destruction of Documents*; (3) *Granting*  
16 *Expedited Discovery*; (4) *Requiring Defendants to Surrender Passports*; and  
17 (4) *Requiring Accountings* that, among other things, ordered the defendants  
18 to show cause why a preliminary injunction should not be granted. .

19      10.    The SEC Complaint alleged that the defendants (1) committed  
20 fraud in violation of the anti-fraud provisions of the federal securities laws,  
21 specifically Section 17(a) of the Securities Act of 1933 [15 U.S.C. § 77q(a)]  
22 and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act")  
23 [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

24      11.    On March 14, 2019, the District Court entered an order  
25 appointing the Receiver over CHS and CAM, and the assets of Whitney and  
26 Parrish.  
27

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1       12. On September 11, 2019, the SEC amended its original  
2 Complaint to add iCare and Ha Nguyen as defendants and to add relief  
3 defendants. The SEC Action remains pending.

4       13. On September 12, 2019, the District Court entered an amended  
5 order (1) expanding the Receivership Order in the SEC Action to include Ha  
6 Nguyen and iCare, and (2) freezing assets and requiring Ha Nguyen and  
7 iCare to provide an accounting.

8       14. On June 8, 2021, the District Court entered an order in the SEC  
9 Action authorizing the Receiver to pursue fraudulent transfer actions.

10      **B. Whitney's Plea Agreement with the USAO**

11      15. On March 18, 2020, Whitney entered into a plea agreement with  
12 the United States Attorney's Office through which he admitted to engaging in  
13 a scheme to defraud investors through CHS Trust and related entities, to  
14 obtain money or property through false promises or statements, and acting  
15 with the intent to defraud. In that plea agreement, Whitney admitted that he  
16 was, in fact, guilty of two counts including mail fraud, in violation of Title 18,  
17 United States Code, Section 1341, and filing false tax returns for the years  
18 2017 and 2018, in violation of Title 26, United States Code, Section 7206(1).

19      **C. The Fraudulent History of Whitney**

20      16. Before holding himself out to be a minister, Whitney was a  
21 fraudster. On August 29, 2003, Whitney was registered with the Commodity  
22 Futures Trading Commission ("CFTC") as a floor broker. From May 2008  
23 through April 2010, Whitney engaged in a scheme to avoid posting more  
24 than \$96 million of margin calls when placing orders for commodity options  
25 traded on the New York Mercantile Exchange and the Chicago Mercantile  
26 Exchange. The CFTC sued Whitney on December 10, 2010, and obtained a  
27 consent order against him on May 22, 2012, permanently barring him from  
28 the commodities industry and imposing a \$600,000 civil penalty.

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Costa Mesa, California 92626  
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1       17. In September 2011, Whitney pled guilty to one count of wire  
2 fraud in connection with the margin call fraud scheme. See *United States v.*  
3 *Whitney*, Case No. 1:11-cr-108 (N.D. Ill. [Eastern Div.]). As part of his  
4 scheme, he obtained more than \$600,000 from approximately 10 investors  
5 for a purported commodity pool investment and for trading in futures  
6 accounts to be held jointly between Whitney and the investors. He  
7 misrepresented the use of investor funds, investor returns, and the  
8 investment's risk. Whitney misappropriated most of the money he received,  
9 generated bogus account statements, and made Ponzi payments. On  
10 December 8, 2011, Whitney was sentenced to 44 months imprisonment.  
11 Whitney was released from federal custody in June 2014.

12       **D. The Operation of CHS**

13       18. Two months after being released from prison, Whitney became  
14 an ordained minister through an on-line program in August 2014.

15       19. A month later, Whitney formed CHS, purportedly as a nonprofit,  
16 religious organization. The Individual Defendants (together, the  
17 Receivership Entities and Individual Defendants are referred to as the  
18 "Receivership Defendants"), and others acting at their direction used the  
19 internet, radio and television, as well as in-person meetings and brochures,  
20 to lure investors into a fraudulent investment scheme primarily targeting the  
21 Vietnamese communities in Orange County and San Jose, California.  
22 Recordings of these appearances were often uploaded to YouTube.

23       20. In these appearances, CHS representatives, at the direction of  
24 Whitney, made the following claims: (1) that CHS Trust, the investment arm  
25 of CHS, guaranteed an annual rate of return of 12%; (2) guaranteed return  
26 of principal with no risk because the investments were backed by the FDIC  
27 and SIPC (Securities Investor Protection Program); (3) that in the past five  
28 years the worst return CHS realized was a 1.5% profit for the month of

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1 January 2015; (5) that the traders used by CHS had not lost money in 15  
2 years; and (6) that CHS was audited by KPMG. At the time these  
3 statements were made, Whitney knew the statements were false or  
4 misleading. CHS did not produce a 12% annual return; despite millions of  
5 dollars deposited from CHS investors, little investor money went into any  
6 trading accounts in 2018; CHS AM was not formed until 2017, thus the  
7 statements regarding the investment performance over the past five years  
8 and fifteen years were misleading; and CHS was not audited by KPMG.

9       21. At the direction of the Individual Defendants and others  
10 (depending upon which salesperson the investor had spoken to) and relying  
11 upon these false statements, investors wrote checks or gave cash to CHS or  
12 iCare, and rolled over retirement, investment, or college savings assets to  
13 CAM bank accounts where the funds were commingled and then transferred  
14 to CHS.

15       22. As part of the scheme, Whitney directed that monthly statements  
16 be sent to victims that contained false reports of investment returns.  
17 Whitney intended to lull victims into believing their money had been invested  
18 and was consistent with the false claims made by CHS representatives.

19       23. The vast majority of investor funds that were deposited into  
20 CHS's bank account were misappropriated by the Receivership Defendants,  
21 who enriched themselves and used investor funds to finance their lifestyle,  
22 including paying for vacations, expensive meals out, and designer clothes  
23 for themselves and for their friends. CHS also used approximately \$11  
24 million in Ponzi-type payments to older investors, taken from money brought  
25 in by new investors. What little was invested was lost in the market.

26       24. Between May 2, 2015 and March 13, 2019, CHS raised  
27 approximately \$33 million from investors.

28

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1        25. The Receivership Defendants misappropriated or dissipated the  
2 vast majority of the roughly \$33 million raised from investors, except for the  
3 over \$5 million that was seized just before the filing of the SEC Action.  
4 CHS returned approximately \$12.8 million of the amount raised to investors  
5 through Ponzi payments or by making payments to creditors on their behalf.

## B. Defendant

7        26. During the four calendar years prior to the Receiver's  
8 appointment, CHS transferred funds to or for the benefit of Defendant  
9 totaling \$60,000.00. These transfers were made through the use of a  
10 checking account held in the name of CHS at Prestige Community Credit  
11 Union ("Transfers"). A list of the Transfers is hereto and incorporated herein  
12 as Exhibit "A".

13        27. Given that the Receivership Entities were operating an  
14 investment fraud with no legitimate business in violation of securities laws,  
15 there would appear to be no legitimate services that were provided by the  
16 Defendant to the Receivership Entities so that no reasonably equivalent  
17 value was received for the Transfers.

18        28. The Receiver has demanded the return of the Transfers from  
19 Defendant but not received a response.

## **FIRST CLAIM FOR RELIEF**

**(For Avoidance and Recovery of Fraudulent Transfers Pursuant to  
California Civil Code Section 3439.04(a)(1))**

24        29. The Receiver realleges and incorporates by this reference  
25 paragraphs 1 through 28, above, as though set forth herein in full.

26       30. During the four calendar years prior to the Receiver's  
27 appointment, payments of \$60,000.00 were made to or for the benefit of the  
28 Defendant by CHS.

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1       31. The payments by CHS to Defendant were made with the actual  
2 intent to hinder, delay or defraud its creditors.

3       32. The payments made to Defendant are avoidable by the Receiver  
4 under applicable law, including California Civil Code Section 3439.04(a)(1).

5       33. The Receiver is entitled to a recovery against Defendant in a  
6 sum of not less than \$60,000.00, with interest thereon at the legal rate.

## **SECOND CLAIM FOR RELIEF**

**(For Avoidance and Recovery of Fraudulent Transfers Pursuant to  
California Civil Code Section 3439.04(a)(2))**

34. The Receiver realleges and incorporates by this reference paragraphs 1 through 33, above, as though set forth herein in full.

35. The Transfers made by CHS to Defendant were made without CHS receiving reasonably equivalent value in exchange for the transfers.

15       36. At the time the Transfers were made by CHS to or for the benefit  
16 of the Defendant, CHS was engaged or was about to engage in a business  
17 or a transaction for which its remaining assets were unreasonably small in  
18 relation to the business or transaction.

19       37. At the time CHS made the Transfers, CHS intended to incur, or  
20 believed or reasonably should have believed that it would incur debts  
21 beyond its ability to pay as such debts became due.

22       38. The Transfers made to or for the benefit of the Defendant are  
23 avoidable by the Receiver under applicable law, including California Civil  
24 Code Section 3439.04(a)(2).

25       39. The Receiver is entitled to recovery against Defendant in a sum  
26 of not less than \$60,000.00, with interest thereon at the legal rate.

27 | //

28 | //

Case 8:22-cv-01361 Document 1 Filed 07/22/22 Page 9 of 9 Page ID #:9

## **THIRD CLAIM FOR RELIEF**

**(For Avoidance and Recovery of Fraudulent Transfers Pursuant to  
California Civil Code Section 3439.05)**

40. The Receiver realleges and incorporates by this reference paragraphs 1 through 39, above, as though set forth herein in full.

41. CHS currently has creditors whose claims arose before the Transfers were made.

42. CHS received less than reasonably equivalent value in exchange for the Transfers made to or for the benefit of Defendant.

43. At the time of the Transfers, CHS was insolvent or became insolvent as a result of the Transfers.

44. The Transfers made to or for the benefit of Defendant are avoidable by the Receiver under applicable law, including California Civil Code Section 3439.05.

45. The Receiver is entitled to recovery against Defendant in a sum of not less than \$60,000.00, with interest thereon at the legal rate.

## PRAYER

WHEREFORE, the Receiver prays as follows:

1. For judgment against Defendant in the sum of \$60,000.00;
  2. For interest at the legal rate on the amount of the Transfers from Plaintiff to Defendant as of the date of the Transfers;
  3. For costs of suit; and
  4. For such other and further relief as the Court deems appropriate.

DATED: July 22, 2022

SMILEY WANG-EKVALL, LLP

By:

**SHARON OH-KUBISCH**

**SHARON OFF-RUBISCH**  
Attorneys for Robert P. Mosier,  
Receiver

# **EXHIBIT "5"**

Case 8:22-cv-01361-JVS-KES Document 21 Filed 11/17/22 Page 1 of 1 Page ID #:239

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROBERT P. MOSIER

PLAINTIFF(S)

v.

MATTHEW ALAN SHELTON

DEFENDANT(S).

CASE NUMBER:

8:22-cv-01361-JVS-KES

**DEFAULT BY CLERK  
F.R.Civ.P. 55(a)**

It appearing from the records in the above-entitled action that summons has been served upon the defendant(s) named below, and it further appearing from the affidavit of counsel for Plaintiff, and other evidence as required by F.R.Civ.P. 55(a), that each of the below defendants have failed to plead or otherwise defend in said action as directed in said Summons and as provided in the Federal Rules of Civil Procedure:

Now, therefore, on request of counsel, the DEFAULT of each of the following named defendant(s) is hereby entered:

Matthew Alan Shelton

Clerk, U.S. District Court

November 17, 2022  
Date

By /s/ Evelyn Synagogue  
Deputy Clerk

## **DECLARATION OF ROBERT P. MOSIER**

I, Robert P. Mosier, declare as follows:

3       1. I know each of the following facts to be true of my own personal  
4 knowledge, except as otherwise stated and, if called as a witness, I could  
5 and would competently testify with respect thereto. I make this declaration  
6 in support of the Receiver's motion for entry of default judgment  
7 ("Motion") against the defendant, Matthew Alan Shelton (the  
8 "Defendant"). Unless otherwise defined in this declaration, all terms defined  
9 in the Motion are incorporated herein by this reference.

10        2. On March 13, 2019, the Securities and Exchange Commission  
11 ("SEC") filed a civil complaint against The Church for the Healthy Self aka  
12 CHS Trust ("CHS"), CHS Asset Management, Inc. ("CAM"), Kent R.E.  
13 Whitney ("Whitney"), and David Lee Parrish ("Parrish") and sought the  
14 appointment of a receiver.

15       3. In September 2019, the SEC amended the complaint to add a  
16 number of defendants, including iCare Financial Solution, Inc. ("iCare") and  
17 Ha Ngoc T. Nguyen, and sought to expand the scope of the receivership  
18 estates to include iCare and Nguyen. The Court granted that relief by order  
19 entered on September 12, 2019. For purposes of this Application, I refer to  
20 CHS, CAM, and iCare as the "Receivership Entities" and the Receivership  
21 Entities, Whitney, Parrish, and Nguyen together as the "Receivership  
22 Defendants." Their receivership estates are together referred to as the  
23 "Receivership Estates."

24       4. As detailed in the SEC's application filed on September 11, 2019  
25 to expand the scope of the receivership estates, iCare and Nguyen were  
26 named as defendants in the amended complaint and added to the  
27 receivership estates because of their relationship with CHS Trust and  
28 Whitney. Nguyen was iCare's principal, but she and Whitney together

1 solicited investors. Subsequent to this merger, Nguyen and iCare continued  
2 to solicit investments, depositing investor funds into iCare's account and  
3 then writing checks payable to CHS. I am informed that CAM was set up to  
4 accept deposits from brokerage accounts, and after depositing checks from  
5 brokerage firms remitting funds on behalf of investors, it would transfer the  
6 funds to CHS's operating account. I have reviewed the bank records for the  
7 Receivership Entities and determined that money flowed freely between the  
8 three entities.

9       5. Based on my analysis of the books and records of the  
10 Receivership Defendants, I have confirmed the SEC's allegations and  
11 established that between 2014 and March 14, 2019, iCare and CHS  
12 together raised approximately \$33.4 million from approximately 500 non-  
13 insider investors, heavily targeting the Vietnamese communities in San  
14 Jose, California, and Orange County, California. Using funds obtained from  
15 other investors, the Receivership Entities returned approximately \$6.1  
16 million to investors, leaving approximately \$27.3 million in net investments  
17 from non-insiders, most of which was dissipated by the individual  
18 Receivership Defendants to fund their lavish lifestyles, including traveling,  
19 purchasing designer clothing and jewelry, and eating out regularly at high-  
20 end restaurants. What was left was either seized by the federal government  
21 just prior to the SEC's commencement of this case or collected by me.

22       6. In 2020, the Office of the United States Attorney charged  
23 Whitney with mail fraud and tax fraud. Kent Whitney has entered into a plea  
24 agreement with the U.S. Attorney's office resolving the criminal charges. A  
25 true and correct copy of the plea agreement entered into by Mr. Whitney is  
26 attached hereto as Exhibit "6."

27       ///

28

SMILEY WANG-EKVALL, LLP  
3200 Park Center Drive, Suite 250  
Costa Mesa, California 92626  
Tel 714 445-1000 • Fax 714 445-1002

1       7. I have reviewed the bank records for all of the Receivership  
2 Defendants. Most (and in some cases all) of the funds coming into the  
3 individual Receivership Defendants' accounts are traceable to the  
4 Receivership Entities, and all of the funds coming into the Receivership  
5 Entities are traceable to investors. The Receivership Entities used the funds  
6 from the investors to pay various insiders and personal expenses on behalf  
7 of insiders. For example, CHS paid approximately \$2.6 million to American  
8 Express for a card in Whitney's name that was used for personal expenses  
9 of Whitney and a number of his friends. In addition, investor funds were also  
10 used to make distributions to other investors.

11       8. The Receivership Defendants were part of a unified scheme to  
12 defraud. Investors based in San Jose typically invested their money through  
13 iCare, at least until the "merger" with CHS in March 2018, and iCare would  
14 then write a check to CHS. Investors who were investing through qualified  
15 retirement plans had their funds deposited with CAM, which then transferred  
16 the money to CHS. Under any scenario, the money traceable to investors  
17 that was deposited into bank accounts ended up in CHS's account with  
18 Prestige Community Credit Union in Dallas, Texas. CHS then made  
19 transfers that benefitted Nguyen, Parrish, and Whitney, and their friends and  
20 relatives. Based on my review and records reviewed to date, it is my

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1 understanding that Defendant Matthew Shelton received and/or benefitted  
2 from payments received from the Receivership Entities.

3 I declare under penalty of perjury under the laws of the United States  
4 of America that the foregoing is true and correct.

5 Executed on this 21<sup>st</sup> day of December, 2022, at Costa Mesa,  
6 California.



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8 ROBERT P. MOSIER  
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SMILEY WANG-EKVALL, LLP  
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# **EXHIBIT "6"**

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**FILED**

CLERK, U.S. DISTRICT COURT

**4/15/2020**

CENTRAL DISTRICT OF CALIFORNIA

BY: eva DEPUTY

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14 Attorneys for Plaintiff  
15 UNITED STATES OF AMERICA

16 UNITED STATES DISTRICT COURT

17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 UNITED STATES OF AMERICA,

19 **8:20-cr-00052-JLS**

20 Plaintiff,

21 PLEA AGREEMENT

22 v.

23 KENT R.E. WHITNEY,

24 Defendant.

25 1. This constitutes the plea agreement between Kent R.E.  
26 Whitney ("defendant") and the United States Attorney's Office for the  
27 Central District of California (the "USAO") in the above-captioned  
28 case. This agreement is limited to the USAO and cannot bind any  
other federal, state, local, or foreign prosecuting, enforcement,  
administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. Give up the right to indictment by a grand jury and,  
32 at the earliest opportunity requested by the USAO and provided by the  
33 Court, appear and plead guilty to a two-count information in the form

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1 attached to this agreement as Exhibit A or a substantially similar  
2 form, which charges defendant with mail fraud in violation of 18  
3 U.S.C. § 1341, and filing of a false tax return in violation of 26  
4 U.S.C. § 7206(1).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered  
9 for service of sentence, obey all conditions of any bond, and obey  
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be  
12 excluded for sentencing purposes under United States Sentencing  
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States  
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessments at or before  
18 the time of sentencing unless defendant has demonstrated a lack of  
19 ability to pay such assessments.

20 3. Defendant agrees to cooperate with the Internal Revenue  
21 Service in the determination of defendant's tax liability for 2017  
22 and 2018. Defendant agrees that:

23 a. Defendant will file, prior to the time of sentencing,  
24 amended returns for the years subject to the above admissions,  
25 correctly reporting unreported income; will, if requested to do so by  
26 the Internal Revenue Service, provide the Internal Revenue Service  
27 with information regarding the years covered by the returns; pay any  
28 taxes due on a schedule to be determined by the Court and Probation

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1 as a condition of supervised release; and will thereafter promptly  
2 pay to the Fiscal Clerk of the Court all additional taxes and all  
3 penalties and interest thereafter determined by the Internal Revenue  
4 Service to be owing as a result of any computational error(s).

5 Payments may be made to the Clerk, United States District Court,  
6 Fiscal Department, 255 East Temple Street, Room 1178, Los Angeles,  
7 California 90012.

8 b. Nothing in this agreement forecloses or limits the ability  
9 of the Internal Revenue Service to examine and make adjustments to  
10 defendant's returns after they are filed.

11 c. Defendant will not, after filing the returns, file any  
12 claim for refund of taxes, penalties, or interest for amounts  
13 attributable to the returns filed in connection with this plea  
14 agreement.

15 d. Defendant is liable for the fraud penalty imposed by the  
16 Internal Revenue Code, 26 U.S.C. § 6663, on the understatements of  
17 tax liability for 2017 and 2018.

18 e. Defendant gives up any and all objections that could be  
19 asserted to the Examination Division of the Internal Revenue Service  
20 receiving materials or information obtained during the criminal  
21 investigation of this matter, including materials and information  
22 obtained through grand jury subpoenas.

23 f. Defendant will sign closing agreements with the Internal  
24 Revenue Service contemporaneously with the signing of this plea  
25 agreement, permitting the Internal Revenue Service to assess and  
26 collect the total sum of \$393,704 for the defendant's tax years 2017  
27 and 2018, respectively), which comprises the tax liabilities on the  
28 tax liabilities, as provided by law.

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## THE USAO'S OBLIGATIONS

4. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained  
agreement.

c. At the time of sentencing, provided that defendant  
accepts an acceptance of responsibility for the offenses up to  
and including the time of sentencing, recommend a two-level reduction  
in applicable Sentencing Guidelines offense level, pursuant to  
§ 3E1.1, and recommend and, if necessary, move for an  
available one-level reduction if available under that section.

12                   d.     Recommend that defendant be sentenced to a term of  
13 imprisonment no higher than the low end of the applicable Sentencing  
14 Guidelines range, provided that the offense level used by the Court  
15 to determine that range is 32 or higher and provided that the Court  
16 does not depart downward in offense level or criminal history  
17 category. For purposes of this agreement, the low end of the  
18 Sentencing Guidelines range is that defined by the Sentencing Table  
19 in U.S.S.G. Chapter 5, Part A.

## NATURE OF THE OFFENSES

21       5. Defendant understands that for defendant to be guilty of  
22 the crime charged in count one, that is, mail fraud, in violation of  
23 Title 18, United States Code, Section 1341, the following must be  
24 true: (1) defendant made up or knowingly participated in a scheme or  
25 plan for obtaining money or property by making false promises or  
26 statements; (2) defendant knew that the promises or statements were  
27 false; (3) the promises or statements were material, that is they  
28 would reasonably influence a person to part with money or property;

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1 (4) defendant acted with the intent to defraud; and (5) the defendant  
2 used, or caused to be used, the mails to carry out or attempt to  
3 carry out an essential part of the scheme. Defendant admits that  
4 defendant is, in fact, guilty of this offense as described in count  
5 one of the information.

6. For defendant to be guilty of the crime charged in count  
7 two, that is, filing a false tax return, in violation of Title 26,  
8 United States Code, Section 7206(1), the following must be true: (1)  
9 defendant signed and filed a tax return for the years 2017 and 2018  
10 that he knew contained false information as to a material matter; (2)  
11 the return contained a written declaration that it was being signed  
12 subject to the penalties of perjury; and (3) in filing the false tax  
13 return, the defendant acted willfully. Defendant admits that  
14 defendant is, in fact, guilty of this offense as described in count  
15 two of the information.

16 PENALTIES AND RESTITUTION

17 7. Defendant understands that the statutory maximum sentence  
18 that the Court can impose for a violation of Title 18, United States  
19 Code, Section 1341, is: 20 years of imprisonment; a 3-year period of  
20 supervised release; a fine of \$250,000 or twice the gross gain or  
21 gross loss resulting from the offense, whichever is greatest; and a  
22 mandatory special assessment of \$100.

23 8. Defendant understands that the statutory maximum sentence  
24 that the Court can impose for violating Title 26, United States Code,  
25 Section 7206(1), is: 3 years' imprisonment; a one-year period of  
26 supervised release; a fine of \$100,000; and a mandatory special  
27 assessment of \$100.

28

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1       9. Defendant understands, therefore, that the total maximum  
2 sentence for all offenses to which defendant is pleading guilty is:  
3 23 years imprisonment; a 3-year period of supervised release; a fine  
4 of \$350,000 or twice the gross gain or gross loss resulting from the  
5 offenses, whichever is greatest; and a mandatory special assessment  
6 of \$200.

7       10. Defendant understands that defendant will be required to  
8 pay full restitution to the victim(s) of the offenses to which  
9 defendant is pleading guilty. Defendant agrees that, in return for  
10 the USAO's compliance with its obligations under this agreement, the  
11 Court may order restitution to persons other than the victim(s) of  
12 the offenses to which defendant is pleading guilty and in amounts  
13 greater than those alleged in the counts to which defendant is  
14 pleading guilty. In particular, defendant agrees that the Court may  
15 order restitution to any victim of any of the following for any  
16 losses suffered by that victim as a result: (a) any relevant conduct,  
17 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to  
18 which defendant is pleading guilty; and (b) any charges not  
19 prosecuted pursuant to this agreement as well as all relevant  
20 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those  
21 charges. The parties currently believe that the applicable amount of  
22 restitution is approximately \$22,800,000, but recognize and agree  
23 that this amount could change based on facts that come to the  
24 attention of the parties prior to sentencing.

25       11. Defendant understands and agrees that the Court: (a) may  
26 order defendant to pay restitution in the form of any additional  
27 taxes, interest, and penalties that defendant owes to the United  
28 States based upon the count of conviction and any relevant conduct;

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1 and (b) must order defendant to pay the costs of prosecution, which  
2 may be in addition to the statutory maximum fine stated above.

3       12. Defendant understands that supervised release is a period  
4 of time following imprisonment during which defendant will be subject  
5 to various restrictions and requirements. Defendant understands that  
6 if defendant violates one or more of the conditions of any supervised  
7 release imposed, defendant may be returned to prison for all or part  
8 of the term of supervised release authorized by statute for the  
9 offense that resulted in the term of supervised release, which could  
10 result in defendant serving a total term of imprisonment greater than  
11 the statutory maximum stated above.

12       13. Defendant understands that, by pleading guilty, defendant  
13 may be giving up valuable government benefits and valuable civic  
14 rights, such as the right to vote, the right to possess a firearm,  
15 the right to hold office, and the right to serve on a jury. Defendant  
16 understands that he is pleading guilty to a felony and that it is a  
17 federal crime for a convicted felon to possess a firearm or  
18 ammunition. Defendant understands that the convictions in this case  
19 may also subject defendant to various other collateral consequences,  
20 including but not limited to revocation of probation, parole, or  
21 supervised release in another case and suspension or revocation of a  
22 professional license. Defendant understands that unanticipated  
23 collateral consequences will not serve as grounds to withdraw  
24 defendant's guilty pleas.

25       14. Defendant and his counsel have discussed the fact that, and  
26 defendant understands that, if defendant is not a United States  
27 citizen, the convictions in this case makes it practically inevitable  
28 and a virtual certainty that defendant will be removed or deported

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1 from the United States. Defendant may also be denied United States  
2 citizenship and admission to the United States in the future.  
3 Defendant understands that while there may be arguments that  
4 defendant can raise in immigration proceedings to avoid or delay  
5 removal, removal is presumptively mandatory and a virtual certainty  
6 in this case. Defendant further understands that removal and  
7 immigration consequences are the subject of a separate proceeding and  
8 that no one, including his attorney or the Court, can predict to an  
9 absolute certainty the effect of his convictions on his immigration  
10 status. Defendant nevertheless affirms that he wants to plead guilty  
11 regardless of any immigration consequences that his pleas may entail,  
12 even if the consequence is automatic removal from the United States.

13        15. Defendant understands that, if defendant is not a United  
14 States citizen, the felony convictions in this case may subject  
15 defendant to: removal, also known as deportation, which may, under  
16 some circumstances, be mandatory; denial of citizenship; and denial  
17 of admission to the United States in the future. The Court cannot,  
18 and defendant's attorney also may not be able to, advise defendant  
19 fully regarding the immigration consequences of the felony  
20 convictions in this case. Defendant understands that unexpected  
21 immigration consequences will not serve as grounds to withdraw  
22 defendant's guilty pleas.

## FACTUAL BASIS

24       16. Defendant admits that defendant is, in fact, guilty of the  
25 offenses to which defendant is agreeing to plead guilty. Defendant  
26 and the USAO agree to the statement of facts provided below and agree  
27 that this statement of facts is sufficient to support pleas of guilty  
28 to the charges described in this agreement and to establish the

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1 Sentencing Guidelines factors set forth in paragraph 18 below but is  
2 not meant to be a complete recitation of all facts relevant to the  
3 underlying criminal conduct or all facts known to either party that  
4 relate to that conduct.

5 Count One – Mail Fraud

6 Beginning in or about September 2104 and continuing to on  
7 or about April 4, 2019, defendant engaged in a scheme to defraud  
8 investors through the Church of the Healthy Self ("CHS") and  
9 related entities. CHS is a Texas non-profit corporation formed  
10 on September 11, 2014. CHS Asset Management, Inc. ("CHS AM"),  
11 is a Texas for-profit corporation formed on September 20, 2017.  
12 CHS and CHS AM were founded by defendant and they were operated  
13 by defendant out of a strip mall in Westminster, California.  
14 Defendant also claimed to be the Pastor for CHS. At the  
15 direction of defendant, representatives of CHS appeared on  
16 television and in live seminars at CHS offices in Westminster,  
17 California, soliciting investments in CHS Trust, the investment  
18 arm of CHS. Recordings of these appearances were often uploaded  
19 to YouTube. In these appearances, CHS representatives, at the  
20 direction of defendant, made the following claims: (1) that CHS  
21 Trust guaranteed an annual rate of return of 12%; (2) guaranteed  
22 return of principal with no risk because the investments were  
23 backed by the FDIC and SIPC (Securities Investor Protection  
24 Program); (3) that in the past five years the worst return CHS  
25 realized was a 1.5% profit for the month of January 2015; (5)  
26 that the traders used by CHS had not lost money in 15 years; and  
27 (6) that CHS was audited by KPMG.

28

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At the time these statements were made, defendant knew the statements were false or misleading. CHS did not produce a 12% annual return; despite millions of dollars deposited from CHS investors, little investor money went into any trading accounts in 2018; CHS AM was not formed until 2017, thus the statements regarding the investment performance over the past five years and fifteen years were misleading; and CHS was not audited by KPMG.

In reliance on the statements made by CHS representatives during television appearances, live seminars, and sales calls from CHS employees, victims sent more than \$33 million to CHS from 2014 to 2019. As part of the scheme, defendant directed that monthly statements of account be sent to victims that contained false reports of investment returns to lull victims into believing their money had been invested and was generating returns consistent with the claims made by CHS representatives.

In furtherance of the scheme, on March 2, 2019, defendant caused the mailing of a monthly statement from CHS Trust to victim V.D. that contained false entries showing a return on investment.

Count Two - Filing False Tax Return

Between at least 2017 and 2018, defendant knowingly and willfully caused false tax returns to be signed and filed that did not report income defendant had received from The Church for the Healthy Self. Specifically, on or around November 15, 2019, defendant knowingly and willfully caused the signing and filing, under penalty of perjury, an IRS Form 1040 which reported that his total income for the tax year 2018 was \$17,539, when in

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1 fact, as defendant knew, his true income was substantially  
2 higher. Defendant's true income for tax year 2018 was \$452,872,  
3 which included \$435,333 obtained as a result of his fraud,  
4 resulting in a tax loss of \$130,808.

5 SENTENCING FACTORS

6 17. Defendant understands that in determining defendant's  
7 sentence the Court is required to calculate the applicable Sentencing  
8 Guidelines range and to consider that range, possible departures  
9 under the Sentencing Guidelines, and the other sentencing factors set  
10 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
11 Sentencing Guidelines are advisory only, that defendant cannot have  
12 any expectation of receiving a sentence within the calculated  
13 Sentencing Guidelines range, and that after considering the  
14 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
15 be free to exercise its discretion to impose any sentence it finds  
16 appropriate up to the maximum set by statute for the crimes of  
17 conviction.

18 18. Defendant and the USAO agree to the following applicable  
19 Sentencing Guidelines factors:

20 Mail Fraud

21 Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
22 Specific Offense Characteristics		
23 Loss > \$9.5 million	20	U.S.S.G. §2B1.1(b)(1)(K)
24 More than 10 victims		U.S.S.G. § 2B1.1 (b) (2) (A)
25	2	
26 Misrepresentation of Religious organization	2	U.S.S.G. § 2B1.1(b)(9)
27		
28 Adjustments		

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1 Leadership role 4 U.S.G. § 3B1.1(a)  
2

3 Filing False Tax Return

4 Base Offense Level: 18 U.S.S.G. § 2T4.1(G)  
5

6 Specific Offense  
Characteristics  
7

8 Criminal income > \$10,000 2 U.S.S.G. §2T1.1(b) (1)  
9

10 Defendant and the USAO reserve the right to argue that additional  
11 specific offense characteristics, adjustments, and departures under  
12 the Sentencing Guidelines are appropriate. At the time of  
13 sentencing, provided defendant does not violate the terms of the  
14 agreement, the government agrees to recommend that sentences imposed  
15 for mail fraud and filing a false tax return run concurrently.  
16

17 19. Defendant understands that there is no agreement as to  
18 defendant's criminal history or criminal history category.  
19

20 20. Defendant and the USAO reserve the right to argue for a  
21 sentence outside the sentencing range established by the Sentencing  
22 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
23 (a)(2), (a)(3), (a)(6), and (a)(7).  
24

25 WAIVER OF CONSTITUTIONAL RIGHTS  
26

27 21. Defendant understands that by pleading guilty, defendant  
28 gives up the following rights:  
29

30 a. The right to persist in a plea of not guilty.  
31

32 b. The right to a speedy and public trial by jury.  
33

34 c. The right to be represented by counsel -- and if  
35 necessary have the Court appoint counsel -- at trial. Defendant  
36 understands, however, that, defendant retains the right to be  
37

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1 represented by counsel -- and if necessary have the Court appoint  
2 counsel -- at every other stage of the proceeding.

3                   d. The right to be presumed innocent and to have the  
4 burden of proof placed on the government to prove defendant guilty  
5 beyond a reasonable doubt.

6                   e. The right to confront and cross-examine witnesses  
7 against defendant.

8                   f.     The right to testify and to present evidence in  
9 opposition to the charges, including the right to compel the  
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if  
12 defendant chose not to testify or present evidence, to have that  
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,  
15 Fourth Amendment or Fifth Amendment claims, and other pretrial  
16 motions that have been filed or could be filed.

## WAIVER OF VENUE

18       22. Having been fully advised by defendant's attorney regarding  
19 the requirements of venue with respect to the offenses to which  
20 defendant is pleading guilty, to the extent the offenses to which  
21 defendant is pleading guilty were committed, begun, or completed  
22 outside the Central District of California, defendant knowingly,  
23 voluntarily, and intelligently waives, relinquishes, and gives up:  
24       (a) any right that defendant might have to be prosecuted only in the  
25 district where the offenses to which defendant is pleading guilty  
26 were committed, begun, or completed; and (b) any defense, claim, or  
27 argument defendant could raise or assert based upon lack of venue  
28 with respect to the offenses to which defendant is pleading guilty.

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## WAIVER OF APPEAL OF CONVICTION

2       23. Defendant understands that, with the exception of an appeal  
3 based on a claim that defendant's guilty pleas were involuntary, by  
4 pleading guilty defendant is waiving and giving up any right to  
5 appeal defendant's convictions on the offenses to which defendant is  
6 pleading guilty. Defendant understands that this waiver includes,  
7 but is not limited to, arguments that the statutes to which defendant  
8 is pleading guilty are unconstitutional, and any and all claims that  
9 the statement of facts provided herein is insufficient to support  
10 defendant's pleas of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12       24. Defendant agrees that, provided the Court imposes a total  
13 term of imprisonment on all counts of conviction of no more than 23  
14 years, defendant gives up the right to appeal all of the following:  
15       (a) the procedures and calculations used to determine and impose any  
16 portion of the sentence; (b) the term of imprisonment imposed by the  
17 Court; (c) the fine imposed by the Court, provided it is within the  
18 statutory maximum; (d) to the extent permitted by law, the  
19 constitutionality or legality of defendant's sentence, provided it is  
20 within the statutory maximum; (e) the amount and terms of any  
21 restitution order, provided it requires payment of no more than  
22 \$22,800,000; (f) the term of probation or supervised release imposed  
23 by the Court, provided it is within the statutory maximum; and  
24 (g) any of the following conditions of probation or supervised  
25 release imposed by the Court: the conditions set forth in General  
26 Order 18-10 of this Court; the drug testing conditions mandated by 18  
27 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use  
28 conditions authorized by 18 U.S.C. § 3563(b)(7).

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1       25. The USAO agrees that, provided all portions of the sentence  
2 are at or below the statutory maximum specified above, the USAO gives  
3 up its right to appeal any portion of the sentence, with the  
4 exception that the USAO reserves the right to appeal the amount of  
5 restitution ordered if that amount is less than \$22,800,000.

RESULT OF WITHDRAWAL OF GUILTY PLEA

7       26. Defendant agrees that if, after entering guilty pleas  
8 pursuant to this agreement, defendant seeks to withdraw and succeeds  
9 in withdrawing defendant's guilty pleas on any basis other than a  
10 claim and finding that entry into this plea agreement was  
11 involuntary, then (a) the USAO will be relieved of all of its  
12 obligations under this agreement; and (b) should the USAO choose to  
13 pursue any charge that was not filed as a result of this agreement,  
14 then (i) any applicable statute of limitations will be tolled between  
15 the date of defendant's signing of this agreement and the filing  
16 commencing any such action; and (ii) defendant waives and gives up  
17 all defenses based on the statute of limitations, any claim of pre-  
18 indictment delay, or any speedy trial claim with respect to any such  
19 action, except to the extent that such defenses existed as of the  
20 date of defendant's signing this agreement.

EFFECTIVE DATE OF AGREEMENT

22        27. This agreement is effective upon signature and execution of  
23 all required certifications by defendant, defendant's counsel, and an  
24 Assistant United States Attorney.

## BREACH OF AGREEMENT

26       28. Defendant agrees that if defendant, at any time after the  
27 signature of this agreement and execution of all required  
28 certifications by defendant, defendant's counsel, and an Assistant

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1 United States Attorney, knowingly violates or fails to perform any of  
2 defendant's obligations under this agreement ("a breach"), the USAO  
3 may declare this agreement breached. All of defendant's obligations  
4 are material, a single breach of this agreement is sufficient for the  
5 USAO to declare a breach, and defendant shall not be deemed to have  
6 cured a breach without the express agreement of the USAO in writing.  
7 If the USAO declares this agreement breached, and the Court finds  
8 such a breach to have occurred, then: (a) if defendant has previously  
9 entered guilty pleas pursuant to this agreement, defendant will not  
10 be able to withdraw the guilty pleas, and (b) the USAO will be  
11 relieved of all its obligations under this agreement.

12       29. Following the Court's finding of a knowing breach of this  
13 agreement by defendant, should the USAO choose to pursue any charge  
14 that was not filed as a result of this agreement, then:

15           a. Defendant agrees that any applicable statute of  
16 limitations is tolled between the date of defendant's signing of this  
17 agreement and the filing commencing any such action.

18           b. Defendant waives and gives up all defenses based on  
19 the statute of limitations, any claim of pre-indictment delay, or any  
20 speedy trial claim with respect to any such action, except to the  
21 extent that such defenses existed as of the date of defendant's  
22 signing this agreement.

23           c. Defendant agrees that: (i) any statements made by  
24 defendant, under oath, at the guilty plea hearing (if such a hearing  
25 occurred prior to the breach); (ii) the agreed to factual basis  
statement in this agreement; and (iii) any evidence derived from such  
26 statements, shall be admissible against defendant in any such action  
27 against defendant, and defendant waives and gives up any claim under  
28

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1 the United States Constitution, any statute, Rule 410 of the Federal  
2 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
3 Procedure, or any other federal rule, that the statements or any  
4 evidence derived from the statements should be suppressed or are  
5 inadmissible.

6 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

7 OFFICE NOT PARTIES

8 30. Defendant understands that the Court and the United States  
9 Probation and Pretrial Services Office are not parties to this  
10 agreement and need not accept any of the USAO's sentencing  
11 recommendations or the parties' agreements to facts or sentencing  
12 factors.

13 31. Defendant understands that both defendant and the USAO are  
14 free to: (a) supplement the facts by supplying relevant information  
15 to the United States Probation and Pretrial Services Office and the  
16 Court, (b) correct any and all factual misstatements relating to the  
17 Court's Sentencing Guidelines calculations and determination of  
18 sentence, and (c) argue on appeal and collateral review that the  
19 Court's Sentencing Guidelines calculations and the sentence it  
20 chooses to impose are not error, although each party agrees to  
21 maintain its view that the calculations in paragraph 18 are  
22 consistent with the facts of this case. While this paragraph permits  
23 both the USAO and defendant to submit full and complete factual  
24 information to the United States Probation and Pretrial Services  
25 Office and the Court, even if that factual information may be viewed  
26 as inconsistent with the facts agreed to in this agreement, this  
27 paragraph does not affect defendant's and the USAO's obligations not  
28 to contest the facts agreed to in this agreement.

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1       32. Defendant understands that even if the Court ignores any  
2 sentencing recommendation, finds facts or reaches conclusions  
3 different from those agreed to, and/or imposes any sentence up to the  
4 maximum established by statute, defendant cannot, for that reason,  
5 withdraw defendant's guilty pleas, and defendant will remain bound to  
6 fulfill all defendant's obligations under this agreement. Defendant  
7 understands that no one -- not the prosecutor, defendant's attorney,  
8 or the Court -- can make a binding prediction or promise regarding  
9 the sentence defendant will receive, except that it will be within  
10 the statutory maximum.

NO ADDITIONAL AGREEMENTS

12       33. Defendant understands that, except as set forth herein,  
13 there are no promises, understandings, or agreements between the USAO  
14 and defendant or defendant's attorney, and that no additional  
15 promise, understanding, or agreement may be entered into unless in a  
16 writing signed by all parties or on the record in court.

17 | //

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1                   PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2       34. The parties agree that this agreement will be considered  
3 part of the record of defendant's guilty plea hearing as if the  
4 entire agreement had been read into the record of the proceeding.

5       AGREED AND ACCEPTED

6       UNITED STATES ATTORNEY'S OFFICE  
7       FOR THE CENTRAL DISTRICT OF  
8       CALIFORNIA

9       NICOLA T. HANNA  
10      United States Attorney

11      *Gregory W Staples*

12      GREGORY W. STAPLES  
13      Assistant United States Attorney

14      *Kent R.E. Whitney*

15      KENT R.E. WHITNEY

16      Defendant

17      *Kenneth P. White*

18      KENNETH P. WHITE  
19      Attorney for Defendant Kent R.E.  
20      Whitney

21      4/12/2020

22      Date

23      *03/18/2020*

24      Date

25      *3/26/2020*

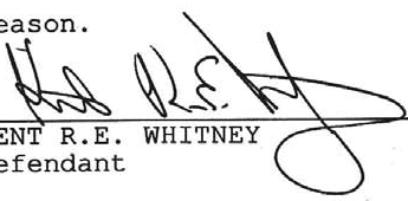
26      Date

27                   CERTIFICATION OF DEFENDANT

28      I have read this agreement in its entirety. I have had enough  
time to review and consider this agreement, and I have carefully and  
thoroughly discussed every part of it with my attorney. I understand  
the terms of this agreement, and I voluntarily agree to those terms.  
I have discussed the evidence with my attorney, and my attorney has  
advised me of my rights, of possible pretrial motions that might be  
filed, of possible defenses that might be asserted either prior to or  
at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
of relevant Sentencing Guidelines provisions, and of the consequences

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1 of entering into this agreement. No promises, inducements, or  
2 representations of any kind have been made to me other than those  
3 contained in this agreement. No one has threatened or forced me in  
4 any way to enter into this agreement. I am satisfied with the  
5 representation of my attorney in this matter, and I am pleading  
6 guilty because I am guilty of the charges and wish to take advantage  
7 of the promises set forth in this agreement, and not for any other  
8 reason.

9   
10 KENT R.E. WHITNEY  
Defendant

03/18/2020

Date

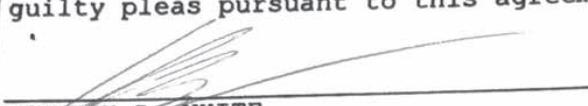
14  
15 CERTIFICATION OF DEFENDANT'S ATTORNEY

16 I am Kent Whitney's attorney. I have carefully and thoroughly  
17 discussed every part of this agreement with my client. Further, I  
18 have fully advised my client of his rights, of possible pretrial  
19 motions that might be filed, of possible defenses that might be  
20 asserted either prior to or at trial, of the sentencing factors set  
21 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
22 provisions, and of the consequences of entering into this agreement.  
23 To my knowledge: no promises, inducements, or representations of any  
24 kind have been made to my client other than those contained in this  
25 agreement; no one has threatened or forced my client in any way to  
26 enter into this agreement; my client's decision to enter into this  
27 agreement is an informed and voluntary one; and the factual basis set

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1 forth in this agreement is sufficient to support my client's entry of  
2 guilty pleas pursuant to this agreement.

3   
4 KENNETH P. WHITE  
5 Attorney for Defendant Kent R.E.  
Whitney

3/20/2020  
Date

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**PROOF OF SERVICE**

1 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

2 At the time of service, I was over 18 years of age and not a party to this action. I  
3 am employed in the County of Orange, State of California. My business address is 3200  
4 Park Center Drive, Suite 250, Costa Mesa, CA 92626.

On 1/4/2023, I served true copies of the following document(s) described as

4 **NOTICE OF MOTION AND MOTION FOR ENTRY OF DEFAULT JUDGMENT;  
5 DECLARATIONS OF SHARON OH-KUBISCH AND ROBERT P. MOSIER IN  
6 SUPPORT THEREOF** on the interested parties in this action as follows:

7 **(X) (BY COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”))** – Pursuant to United  
8 States District Court, Central District of California, Local Civil Rule 5-3, the foregoing  
9 document will be served by the court via NEF and hyperlinked to the document. On  
10 1/4/2023, I checked the CM/ECF docket for this case and determined that the  
11 aforementioned person(s) are on the Electronic Mail Notice List to receive NEF  
12 transmission at the email address(es) indicated.

11 **(X) (BY U.S. MAIL).** I enclosed the document(s) in a sealed envelope or package and  
12 placed the envelope for collection and mailing, following our ordinary business practices.  
13 I am readily familiar with the practice of Smiley Wang-Ekvall, LLP for collecting and  
14 processing correspondence for mailing. On the same day that correspondence is placed  
15 for collection and mailing, it is deposited in the ordinary course of business with USPS in  
16 a sealed envelope with postage fully prepaid. I am a resident or employed in the county  
17 where the mailing occurred. The envelope was placed in the mail at Costa Mesa,  
18 California.

16 **( ) (BY E-MAIL).** By scanning the document(s) and then e-mailing the  
17 resultant pdf to the e-mail address indicated above per agreement. Attached to  
18 this declaration is a copy of the e-mail transmission.

19 **( ) STATE** I declare under the penalty of perjury under the laws of the State of  
20 California that the above is true and correct.

21 **(X) FEDERAL** I declare that I am employed in the office of a member of the bar  
22 of this court at whose direction the service was made.

23 Executed on January 4, 2023 at Costa Mesa, California.

24 */s/ James Chung*  
25 \_\_\_\_\_  
26 James Chung  
27  
28

## SERVICE LIST

**BY COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”):**

Kyra E Andrassy  
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Michael Lewis Simon  
msimon@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,gcruz@swelawfirm.com

**BY U.S. MAIL:**

Matthew Shelton  
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Boca Raton, FL 33496-3567

## VIA COURIER:

Honorable James V. Selna  
411 West 4th Street,  
Santa Ana, Courtroom 10C  
**Chambers copy box on the 10th Floor**